

Subgrant Agreement

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

777 N Capitol St. NE, Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)

| | |
|--|---|
| ICMA Subgrant Number: | U11/San Juan County, UT/Subgrant/Fixed Price/August 5, 2025 |
| Subgrantee Name: | San Juan County, UT |
| Subgrantee Address: | 117 South Main, PO Box 9. Monticello, Utah 84535 |
| Subgrant Period of Performance: | September 1, 2025 – June 30, 2028 |
| Total Subgrant Amount: | \$254,000 |
| Subgrant Summary Project Description: | To hire an Economic Mobility and Opportunity Special Assistant (EMO SA) to lead implementation of local actions improving economic mobility and opportunity for residents |
| Prime Grant Agreement Client/Funder: | The Gates Foundation/Gates Foundation |
| Gates Foundation Investment No. | INV- 071729 |
| Prime Award Title: | Senior Mobility Leaders in Government |
| Prime Award Type: | Grant Agreement |
| Prime Grantee: | International City/County Management Association (ICMA) |

Contents: Award Cover Page
 Subgrant Agreement
 Attachment A Scope of Work and Budget
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Entire Agreement: This Subgrant Agreement supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subgrant Agreement may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement. Each party represents that it has read this entire Agreement and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

**International City/County
Management Association**

San Juan County, UT

Name: Sabina Agarunova
 Title: Chief Financial Officer
 Date:

Name: Silvia Stubbs
 Title: Commission Chair
 Date: August 5, 2025

ARTICLE 1 PURPOSE OF SUBGRANT AGREEMENT

The Gates Foundation (hereinafter referred to as “Gates Foundation” or “Funder”) has executed a Grant Agreement/Prime Award to International City/County Management Association (hereinafter referred to as “ICMA”), to implement the Senior Mobility Leaders in Government/, hereafter referred to as the “Economic Mobility and Opportunity Special Assistants (EMO SA) Program.” Subgrantee shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Subgrant. Subgrantee shall perform or cause to be performed all work or services required in the Scope of Work under the technical direction and control of ICMA as further described in Attachment A (hereinafter known as “the Work”).

ARTICLE 2 PERIOD AND PLACE OF PERFORMANCE

2.1 Period of Performance: The term of performance for this Agreement is specified on the Award Cover page, unless terminated earlier by either party or extended by ICMA as provided herein. Subgrantee’s period of performance is from **September 1, 2025 – June 30, 2028**.

2.2 Place of Performance: For this Subgrant place of performance shall be the United States, in accordance with applicable terms and conditions of this Subgrant and ICMA’s prime award with its Client.

2.3 All periods of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

ARTICLE 3 SUBGRANT TYPE

This is a Fixed-Price type Subgrant. For the consideration set forth below, Subgrantee shall provide the deliverables or outputs described in the **Scope of Work, Attachment A**, and comply with all Agreement requirements.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Subgrant Budget and Ceiling

ICMA hereby awards to **San Juan County, UT** (hereinafter referred to as “Subgrantee”), a Subgrant Agreement for a total amount of **\$254,000 USD** payable according to the **Payment Schedule**, and as more fully described, in the **Scope of Work in Attachment A**.

This award amount may not be adjusted without a mutually agreeable modification to this Subgrant Agreement. The Subgrantee will not request payment for any amounts against this Subgrant in excess of the amounts specified for each deliverable listed under the **Payment Schedule** in the **Scope of Work in Attachment A**.

4.2 Requests for Payment

The Subgrantee shall submit a request for payment per the **Milestones and Payment Schedule** in **Attachment A**. Please see **Attachment B**, Subgrantee Payment Request Template, for additional guidance. Requests should be sent to the attention of Sarah Berkowitz at sberkowitz@icma.org with a copy to: rvasudevan@icma.org and accountspayable@icma.org.

The Subgrantee should retain on file the original receipts for all expenditures and individuals' original timesheets for claimed labor costs, and work rendered. Original documentation should be made available to an authorized representative of ICMA or the Gates Foundation upon request.

ICMA shall pay the Subgrantee within 30 calendar days following the receipt of a complete error-free payment request by ICMA, subject to approval by ICMA. Subgrantee shall retain record of transactions related to this Subgrant Agreement for four years from the day of the last payment under this Subgrant Agreement. All charges claimed by the Subgrantee remain subject to ICMA and the Gates Foundation audit and subsequent adjustment. Subgrantee agrees to reimburse ICMA for any costs disallowed by the Gates Foundation, if payment was received by Subgrantee.

The final payment request shall be clearly marked as "final."

4.3 Return of Funds

Any Subgrant funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be returned promptly to ICMA no later than 30 days from submission of the final report which includes reporting of the total expenditures.

ARTICLE 5 INDIRECT COST RATES

The Subgrantee shall charge indirect costs in accordance with Gates Foundation Indirect Cost Policy (https://docs.gatesfoundation.org/documents/indirect_cost_policy.pdf).

ARTICLE 6 REPORTS AND DELIVERABLES

6.1 The Subgrantee shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the **Scope of Work and Budget**, which is incorporated herein as **Attachment A**. All efforts performed shall also be in accordance with the terms and conditions of the Subgrant and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the Subgrantee shall report to and, where required, seek approval from ICMA throughout the life of this Subgrant.

6.2 If required by ICMA, the Subgrantee shall provide reports and deliverables as further described in **Attachment A**.

6.3 All reports and other outputs must be in the English language, unless otherwise specified by ICMA.

ARTICLE 7 SUBSTANTIAL INVOLVEMENT

Substantial involvement is anticipated between ICMA and Subgrantee during the performance of activities under this Agreement. Substantial involvement shall be limited to:

- (a) Participating in and/or providing guidance on the design, direction, and execution of program activities;
- (b) Prior to hiring of the Special Assistant, reviewing final candidates to confirm compliance with program and funder expectations.
- (c) Hosting annual, mandatory, in-person convenings for program participants;
- (d) Coordinating professional development activities to support Special Assistants;
- (e) Approving expenses that are not in the approved budget;
- (f) Approving decisions related to special circumstances or problems throughout the duration of program.

ARTICLE 8 PRIMARY POINT OF CONTACT

Subgrantee contacts with ICMA regarding Subgrant Agreement terms and conditions, issues, etc. shall be made with ICMA's designated representatives as listed below. Agreements and/or actions taken by the Subgrantee which by their nature effect a change to this Agreement shall only be binding upon the Subgrantee when such agreement or action is specifically authorized in writing by ICMA's authorized representative. All correspondence between the Subgrantee and ICMA shall be addressed to the following individuals who are designated as ICMA's and Subgrantee's representatives.

| For | ICMA | Subgrantee |
|--|---|--|
| Address: | 777 North Capitol Street, N.E. Suite 500 Washington, DC 20002-4201 | 117 South Main Street PO Box #9 Monticello, Utah 84535 |
| Subgrant Administrator: | Ian Swank Senior Contracts Administrator Email: iswank@icma.org | Mack McDonald Chief Administrative Officer Email: mmcdonald@sanjuancountyut.gov |
| Technical Representative: | Laura Goddeeris Program Director Email: lgoddeeris@icma.org | |
| Program Administration Representative | Sarah Berkowitz Assistant Program Manager Email: sberkowitz@icma.org | Talia Hansen Economic Development Manager Email: thansen@sanjuancountyut.gov |
| Financial Representative | Nada Mohamed Controller Email: nmohamed@icma.org | Lyman Duncan County Clerk/Auditor Email: lduncan@sanjuancountyut.gov |

Any notice given by any of the parties will be sufficient only if in writing and (1) delivered in person, (2) sent by confirmed courier mail, (3) sent by registered mail with return requested, or (4) sent by email to the ICMA and Subgrantee representatives designated above.

ARTICLE 9 COMMUNICATION WITH FUNDER

All the Subgrantee's written or oral communications with or to the Funder, or local agencies directly relative to work under the Subgrant Agreement, must be through or with the authorization of ICMA. Should Subgrantee be required to communicate directly with ICMA's Funder, Subgrantee shall request written consent from ICMA within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 10 NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this Subgrant, during the term of this Subgrant, and for one year following the termination or expiration of this Subgrant, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11 RELATION BETWEEN THE PARTIES

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of joint venture, partnership, agency or employment between the parties hereto or of Agreement either as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Subgrantee and any officers or employees and ICMA and any officers or employees thereof shall not be considered an employee of the other.

ARTICLE 12 TAXES

The Subgrantee and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Law.

ARTICLE 13 INSURANCE

The Subgrantee shall purchase and maintain throughout the course of the Work and period of performance of this Subgrant, insurance that is required under the Applicable Law and such insurance that will protect the Subgrantee, Client, and ICMA from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subgrantees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subgrantee or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. At ICMA's request, the Subgrantee will provide ICMA with satisfactory evidence of compliance with this requirement.

ARTICLE 14 INDEMNIFICATION

14.1 The Subgrantee shall defend, indemnify, and hold harmless the Gates Foundation, ICMA and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the recipient, its agent, officers and directors, employees and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subgrantee agrees to flow down the substance of this clause to all applicable consultants, Subgrantees, and subcontractors. Likewise, ICMA shall defend, indemnify, and hold harmless the Subgrantee and its agents, officers and directors and employees from and against all claims, liability, losses, costs or expenses, including attorney's fees, arising out of the acts, errors or omissions of ICMA, its agents, officers and directors, employees, Subgrantees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this Agreement. Except as specifically stated in this Agreement, this agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

14.2 The Subgrantee further agrees that if ICMA should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 13 on the part of the Subgrantee, while engaged in the Work as identified in this agreement, the Subgrantee will indemnify, and hold harmless ICMA and the Client from any such costs which the Subgrantee may legally be required to pay.

14.3 Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subgrant with funding made available by or through ICMA. Unless otherwise agreed, all intellectual property created by Subgrantee and/or its employees, agents and Subgrantees under the Subgrant will be the property of the Gates Foundation. Subgrantees shall include the substance of this section in any lower-tier subcontracts.

15.2 The Subgrantee warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Subgrantee shall indemnify and save ICMA and ICMA's Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subgrantee under this Agreement.

ARTICLE 16 CONFIDENTIAL AND PROPRIETARY INFORMATION

16.1 All reports generated and data collected during this activity shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than

for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of ICMA. All findings, conclusions and recommendations shall be considered confidential and proprietary.

16.2 In performing the Work, the Subgrantee shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than ICMA, either during or after the term of this Agreement (or for the period of time stipulated in applicable data), any proprietary information of ICMA, whether relating to the Work performed hereunder or to the business and affairs of ICMA, or ICMA's Client. Such information shall include, without limitation, ICMA or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of ICMA unless disclosure is required by law, in which case notification of the request for such information shall be provided to ICMA prior to release. Information identified in writing by the Subgrantee as confidential and/or proprietary shall be similarly treated by ICMA. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of ICMA.

16.3 The Subgrantee shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of ICMA which shall not be unreasonably withheld.

ARTICLE 17 WARRANTIES AND REPRESENTATIONS

Subgrantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Subgrantee warrants that all Work performed hereunder shall be performed to the industry highest professional standards, and Subgrantee agrees to correct or re-perform any Work not in compliance with this standard at no additional cost, if ICMA notifies Subgrantee within five (5) business days from the receipt of notice from the Client if reperformance is requested by the Client. Subgrantee warrants and certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any Federal department or agency, (b) have not within a three-year period preceding this Subgrant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Award, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S. Government Grant Official who participated personally and substantially in the Prime Award and (g) have not made, and will not make, any payment of money or anything of value, directly or indirectly, to any government official, political Party, or candidate for a political office for the purpose of obtaining or retaining business. Subgrantee agrees to promptly notify ICMA should it learn that any of the above warranties or representations are no longer fully correct.

ARTICLE 18 BINDING EFFECT OF FUNDER DECISIONS

If a binding decision is made by the Funder under the Prime Award that pertains to the subject matter of this Subgrant, the binding Funder decision also shall be binding upon Subgrantee. If,

as a result of any such binding decision, ICMA is unable to obtain payment or reimbursement under the Prime Award or is required to refund or credit the relevant amount, Subgrantee shall, on demand, promptly withdraw its relevant invoice(s) and/or repay or reimburse such amount(s) to ICMA.

ARTICLE 19 ASSIGNMENT

The Subgrantee shall not further assign any services or work to be performed under this Subgrant without prior written authorization from ICMA's Subgrant Administrator, which shall not be unreasonably withheld.

ARTICLE 20 APPLICABLE LAW

20.1 In the performance of the Work under this Subgrant, the Subgrantee shall comply with all applicable US Federal, state, and local laws, rules, and regulations. In the event the Subgrantee is authorized by the Gates Foundation and ICMA to perform work outside the United States, the Subgrantee shall follow all host country laws, rules and regulations. In addition, the Subgrantee shall obtain and maintain the applicable licenses and authorizations to work in the host country through the entire performance period of this Subgrant. Failure to comply with this requirement shall be construed as a material deficiency in the Subgrantee's performance under this Subgrant. This Subgrant shall be construed, interpreted and applied in accordance with the laws of the District of Columbia.

20.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.

ARTICLE 21 STANDARDS OF BUSINESS ETHICS AND CONDUCT

ICMA believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that ICMA employees, agents, Subgrantees and representatives adhere to a particularly high ethical standard. ICMA's expectation is that Subgrantee also will conduct its business fairly, impartially and in an ethical and proper manner. If Subgrantee has cause to believe that ICMA or any employee or agent of ICMA has acted improperly or unethically under this agreement/order, Subgrantee shall report such behavior to the ICMA's Hot Line at 1-877-874-8416 (Toll Free for use within the United States) or online at <http://icma.org/hotline>.

ARTICLE 22 CHANGES

22.1 ICMA may at any time, by written order, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subgrant scope of services or to **Attachment A, Scope of Work**. If any change causes an increase or decrease in the Subgrantee's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ICMA shall make an equitable adjustment and modify in writing the

Agreement as applicable. Any claim by Subgrantee for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ICMA within thirty (30) calendar days from the date of receipt by Subgrantee of the written change authorization from ICMA or within such extension of that 30-day period as ICMA, in its sole discretion, may grant in writing at Subgrantee's request prior to expiration of said period. The Subgrantee will not proceed with any changes unless notified to proceed in writing by ICMA. Any changes to this Subgrant must be in writing.

22.2 Nothing herein will be construed as relieving Subgrantee of its obligations to perform, including without limitation, the failure of the parties to agree upon Subgrantee entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 23 RIGHTS AND REMEDIES

23.1 No failures of or delay by ICMA in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by ICMA of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subgrant.

23.2 Neither the ICMA's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Subgrant and the Subgrantee shall be and remain liable to ICMA and the Client for damages caused by the Subgrantee's negligent performance of any of the services furnished under this Subgrant.

23.3 The rights and remedies of ICMA or the Subgrantee provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 24 DISPUTE RESOLUTION

24.1 For any issues or claims arising out of or relating to the terms of this Subgrant, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Article 8. Should Subgrantee and ICMA be unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subgrantee's and ICMA's respective organizations. For any controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

24.2 The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

24.3 The provisions in this Article shall survive the termination or expiration of the Subgrant. During the term of any pending controversy or claim hereunder, the Subgrantee shall proceed diligently with the performance of Work under the Subgrant in accordance with the direction(s) given by ICMA.

ARTICLE 25 TERMINATION

The Agreement may be terminated by ICMA at any time, in whole or in part, with a 30-day written notice to the Subgrantee. Also, the Agreement may be suspended or terminated by ICMA, if ICMA has notice of or has reasonable cause to believe that the Subgrantee is unable to pay its obligations in the ordinary course of business. If ICMA terminated this Agreement, the Subgrantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of activities in support of the Agreement. The ICMA Subgrant Administrator must determine the amount(s) to be paid by ICMA to the Subgrantee under such claim in accordance with the legally applicable Cost Principles.

ARTICLE 26 FLOW DOWNS

Subgrantee shall be required to comply with the applicable flow-down terms and conditions from the Prime Grant Agreement as **per Attachment D**.

ARTICLE 27 COMPLIANCE REQUIREMENTS

27.1 Anti-Terrorism. By signing this Agreement, Subgrantee certifies that it does not and will not promote or engage in violence or terrorism. Further, Subgrantee agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Subgrantee agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the “Specially Designated Nationals” list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

ATTACHMENT A

Scope of Work and Budget

ICMA Economic Mobility and Opportunity Special Assistants Program

Background

ICMA has been awarded a grant from the Gates Foundation to address local economic mobility and opportunity issues and strengthen field infrastructure through strategic talent investment in new roles: “Economic Mobility and Opportunity Special Assistants.” These senior level positions within local governments will focus on advancing economic mobility in their communities and work across departments and external partners to identify strategic priorities and begin implementation during their tenure.

The specific purpose of this agreement is to confirm the partnership between the Subgrantee (“Host Community”) and ICMA.

Purpose of the Subgrant

The Subgrantee will recruit and hire a full-time, senior-level staff member—an “EMO Special Assistant” (EMO SA)—to drive the implementation of comprehensive economic mobility strategies for the Host Community. Reporting to the Host Community’s executive leadership, the EMO SA will work across departments and external partners to identify strategic priorities and develop and execute a tailored implementation plan informed by a community-engaged co-design process. In addition to advancing local EMO activities, the EMO SA and Host Community will participate along with other subgrantees in regular coaching, training, and networking activities facilitated by ICMA. They will contribute to ongoing measurement, learning, and evaluation efforts to help develop a model for replication by other local governments.

Roles and Responsibilities

Prime Grantee, ICMA, Specific Activities/Tasks:

1. Work with the local government host community throughout the period of performance.
2. Assist host community in the EMO SA hiring process to ensure compliance with program expectations. Activities may include assisting with position description development, promoting the opportunity, participating in final candidate interviews, and other tasks as necessary. At a minimum, prior to a final hiring decision, ICMA will review the recommended candidate profile(s) and supporting documentation to verify the selection complies with program and funder expectations.
3. Coordinate regular (primarily virtual) meetings of EMO SAs and additional coaching, trainings, and professional development opportunities.
4. Coordinate and host four (4) in-person convenings for program participants (EMO SAs and two additional representatives per host community).
5. Support in the development of a resource roadmap outlining a long-term strategy to maintain EMO position and/or the initiatives that have started.
6. Monitor the schedule and budget for the plan of action to ensure proper timeliness.

Subgrantee, the Host Community, Specific Activities/Tasks:

1. Adhere to the approved timeline to the best of their ability and provide the ICMA staff with timely notice of problems that could cause delay.

2. Lead the recruitment and hiring process for the EMO SA and support the EMO SA as a full-time, locally-based (non-remote) employee with appropriate compensation and benefits.
3. Conduct a co-design process to develop a community-informed workplan for EMO priorities and activities over the period of performance.
4. Implement EMO activities outlined in the community-informed workplan.
5. Through the EMO SA, develop or enhance formal networks of local EMO stakeholders.
6. Participate, via the EMO SA and others as necessary, in all required virtual and in-person meetings. This includes four in-person convenings of the EMO SAs and two additional representatives of Host Community.
7. Develop a strategy/resource roadmap for sustaining the EMO work beyond the duration of the grant.
8. Comply with reporting and evaluation requests from ICMA and funding partners.
9. Utilize customizable templates provided to deliver progress reports in a timely manner.
10. Notify ICMA if the EMO SA position becomes vacant for any reason, and with consultation from ICMA, determine next steps for rehiring and/or concluding the program.

Reporting

The Host Community and their EMO SA are expected to regularly report on their economic mobility efforts, i.e., progress, challenges, etc. in virtual and in-person meetings. Participants are also expected to comply with occasional surveys, brief interviews, or other similar actions from ICMA staff or funding partners as a part of required measurement, learning, and evaluation activities.

Interim written progress reports and a final written report summarizing activities undertaken in the reporting period, measures of success, and expenditures, will be submitted to ICMA staff according to the schedule below. ICMA will provide templates for these reports, to be supplemented with additional records or other attachments as appropriate.

Milestones and Payment Schedule

The first payment will be issued to the Subgrantee upon execution of this subagreement. Subsequent payments will be issued to the Subgrantee upon submission of the progress reports listed below and ICMA's acceptance/confirmation that subgrantee has fulfilled remaining deliverables. ICMA may, in its reasonable discretion, modify payment dates or amounts and notify Subgrantee such changes in writing.

| Activities and Outputs | Timeframe | Budget Allocation |
|---|-------------------------------|-------------------|
| Execution of agreement | September 1, 2025 | \$58,000 |
| Period 1 <ul style="list-style-type: none"> Recruit, hire, and onboard EMO SA by December 1, 2025 Attend December 10-12, 2025 in-person orientation convening; 3 attendees/community | September 2025 – January 2026 | |

| | | |
|---|-------------------------------|-------------|
| <ul style="list-style-type: none"> • Begin planning and/or launch of local co-design process • Submit annual progress report including measures of success | | |
| Progress report #1 | January 31, 2026 | \$87,000.00 |
| Period 2 <ul style="list-style-type: none"> • Complete co-design process and develop EMO SA workplan • Begin workplan implementation, including developing “local resource network” of partners • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success | February 2026 – December 2026 | |
| Progress report #2 | December 31, 2026 | \$92,000.00 |
| Period 3 <ul style="list-style-type: none"> • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success | January – December 2027 | |
| Progress report #3 | December 31, 2027 | \$17,000.00 |
| Period 4 <ul style="list-style-type: none"> • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Develop strategy/resource roadmap for sustaining work beyond period of performance • Submit final report including measures of success | January – June 2028 | |
| Final report | June 30, 2028 | |

Note:

RETURN OF FUNDS. Any Subgrant Agreement Funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant agreement must be returned promptly to ICMA.

Subgrantee Budget

| Category | Period 1 | Period 2 | Period 3 | Period 4 | Total |
|---|-------------|-------------|-------------|-------------|--------------|
| EMO SA Salary | \$25,000.00 | \$55,000.00 | \$60,000.00 | \$10,000.00 | \$150,000.00 |
| Relocation Support | \$5,000.00 | N/A | N/A | N/A | \$5,000.00 |
| Co-Design Expenses | \$25,000.00 | N/A | N/A | N/A | \$25,000.00 |
| Implementation Expenses | N/A | \$15,000.00 | \$15,000.00 | N/A | \$30,000.00 |
| Intern Support | N/A | \$10,000.00 | \$10,000.00 | N/A | \$20,000.00 |
| Travel+ EMO SA Professional Development | \$3,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$24,000.00 |
| TOTAL | \$58,000.00 | \$87,000.00 | \$92,000.00 | \$17,000.00 | \$254,000.00 |

Cost Category Descriptions

- **EMO SA Salary:** 30 months total; local government to provide benefits package
- **Relocation Support:** Optional incentive to EMO SA upon hire
- **Co-design Expenses:** Consulting or related direct expenses (meeting costs including food and beverage, participant stipends, printing of materials, etc.) to execute co-design activities
- **Implementation Expenses:** Expenses related to programming or other activities outlined in EMO SA workplan
- **Intern support:** Optional Support
- **Travel+EMO SA Professional Development:** Transportation for 3 people x 4 mandatory in-person convenings; professional development activities/travel for the EMO SA

**ATTACHMENT B
SUBGRANTEE PAYMENT REQUEST TEMPLATE**

| | |
|-------------------------|--|
| SUBGRANTEE NAME: | |
|-------------------------|--|

| | |
|----------------------|--|
| REQUEST DATE: | |
|----------------------|--|

| | |
|----------------------------|--|
| SUBGRANTEE ADDRESS: | |
|----------------------------|--|

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| ICMA SUBGRANT NUMBER: | U11/San Juan County, UT/Subgrant/Fixed Price/August 5, 2025 |
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| | |
|-------------------------|--|
| REQUESTED AMOUNT | |
|-------------------------|--|

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| SUBGRANT PERIOD OF PERFORMANCE: | |
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|---|--|
| PAYMENT METHOD (ACH, CHECK MAILED) | |
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|--------------------------------|--|
| AMOUNT PREVIOUSLY PAID: | |
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If the ACH method is selected, please complete the attached "Direct Deposit Authorization Agreement"

| | |
|------------------------------|--|
| REMAINING TO BE PAID: | |
|------------------------------|--|

| G/L Acct | Cost Center # | Description of Cost | Amount | Notes |
|----------|---------------|---------------------|-------------|-------|
| 543-03 | U11.001.00 | | | |
| | | | | |
| | | Total Amount | \$ - | |

| |
|---|
| <u>Comments/Further Instructions</u> |
| |

Authorized Name (Print): _____

Authorized Signature: _____

Phone Number: _____

Gates Foundation Investment No. INV- 071729

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|---|
| U11/San Juan County, UT/Subgrant/Fixed Price/August 5, 2025 |
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ATTACHMENT C

PRIME GRANT AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

For the purposes of the “Subgrant Agreement” and “Subgrantee,” the following Gates Foundation, “the Funder,” Prime Grant Agreement Terms and Conditions shall be applicable.

“You”/“Your” shall be interpreted as the “Subgrantee”/“Subgrantee’s.”

“Grant” shall be interpreted as the “Subgrant Agreement.”

“Agreement” shall be interpreted as the “Subagreement.”

This Subgrant Agreement is subject to the following applicable Prime Agreement Funder Terms and Conditions:

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement (*"Grant Funds"*) for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. *"Funded Developments"* means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). *"Background Technology"* means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. *"Global Access"* means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. “Essential Background Technology” means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. “Publication” means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation’s Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People’s Republics of Ukraine), including paying or reimbursing the expenses of

persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

TERM AND TERMINATION

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.