



**STATE OF UTAH
UTAH OFFICE OF TOURISM
GRANT AGREEMENT
Utah Cooperative Marketing Program**

- 1. CONTRACTING PARTIES:** This Agreement is between the State of Utah, Governor’s Office of Economic Opportunity (“GOEO”), the Utah Office of Tourism (“UOT), referred to collectively as the “State”, and the following Grantee:

San Juan County Office of Economic Development & Visitor Services
117 South Main Street
Monticello, UT 84535

Contact Name: Elaine Gizler
Phone #: (435) 587-3235
Email: egizler@sanjuancounty.org

Legal Status of Grantee: Governmental Agency
Federal Tax ID: 87-6000305
Vendor #: 06866HL

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

- 2. GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to award grant funds pursuant to the Utah Cooperative Marketing Program (“Program”), as part of a public private partnership with Grantee. The goal of the Program is to leverage State and Grantee efforts to attract both in and out-of-state visitors to Utah to increase tourism expenditures.
- 3. AUTHORITY:** This Agreement is entered pursuant to the UOT’s authority under legislative appropriation. Terms used herein, but not defined, shall have the meanings set forth in the applicable State Code and Administrative Rule. The Board of Tourism Development has authorized Grantee to receive the Grant.
- 4. CONTRACT PERIOD:**
Effective Date: August 30, 2023
Termination Date: March 1, 2025.
- 5. CONTRACT AMOUNT:** State approves the following Grant amount: \$212,500.00
- 6. ATTACHMENTS INCORPORATED AND MADE PART OF THIS AGREEMENT:**
Attachment A – State of Utah Standard Terms and Conditions
Attachment B – Project Scope of Work
Attachment C – UOT Marketing Guidelines
- 7. INCORPORATION BY REFERENCE BUT NOT ATTACHED:** Grantee’s application made to the Program and all State and Federal governmental laws, regulations, or actions applicable to the grant or allocation authorized by this Agreement, including but not limited to Utah Code § 59-1-1406 (records retention, examination by Utah State Tax Commission), Utah Code Title 63J (state budgeting).

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply in the administration of the Program and the performance of this Agreement.

8. **PAYMENT.** UOT shall disburse to Grantee 75% of the Board approved Grant amount upon receiving this fully executed Agreement and invoice from the Grantee. The remaining 25% of the Grant amount will be paid upon the completion of said project and submission of required reports and vendor invoices. UOT shall review submitted project reports and invoices within 5 business days.
9. **ENFORCEMENT, RECOUPMENT, AND COLLECTIONS.** Grant Funds not used by Grantee for Eligible Costs under the Program during the term of this project shall be returned to the State. In addition, if the Project as described in Attachments B and C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previously paid. The State of Utah may require repayment of the funds and pursue any other reasonable collection costs and attorney's fees, if in State's sole discretion, it determines that Grantee has violated a law or requirement pertaining to the funding, including the terms of this Agreement. Any misrepresentation or fraud made in connection with this agreement may result in criminal prosecution, civil liability, and/or other penalties.
10. **COMPLIANCE AND REPORTING.** Grantee shall:
 - a. Comply with the UOT Cooperative Marketing Guidelines (see Attachment C).
 - b. In the event of modifications due to funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, provide UOT with a written summary of such changes immediately for approval before implementing requested changes.
 - c. Provide copies of planned marketing projects (e.g., copy of advertisement, mock-up of artwork, etc.) to UOT for approval prior to publication.
 - d. Provide to the State, or its designee, all project related vendor invoices as outlined in the guidelines and a summary report of how grant funds were spent and complied with the Program, in a manner and format specified by the State. The report and related documents shall be submitted in GOEO's Salesforce application portal within 90 days of completion of the project, but no later than the Contract Termination Date, or at other times as requested by the State in its sole discretion.
11. **RECORDS RETENTION AND AUDIT.** Grantee shall maintain records and documentation for all eligible costs and expenses under the Program and arising out of this agreement for at least seven (7) years from the date of the award and shall allow State personnel and any other designated federal government (if applicable) or third-party contractor personnel reasonable access to records and documentation in connection with the funding. All parties, including Grantee, who enter into contracts with GOEO, UOT and the State of Utah, acknowledge that they shall be subject to audit by either GOEO or the Office of the State Auditor. Grantee shall submit to audits as reasonably requested by the State or its designee(s).
12. **AUTHORITY AND REPRESENTATIONS.** The undersigned person is an authorized representative of the Grantee receiving the funds, and the representations and documentation provided in connection with the application and scope of work and this agreement are complete, true, and correct. Grantee attests that the representations made to the State in the project application continue to be true (or, if there have

been any material changes, the State has been advised of such changes and has agreed in writing to those changes).

13. PROVIDING NOTICE TO STATE: The State contact person for notice purposes is:

Name: Kevin Blomquist
Title: Grant Specialist
Address: 300 N State Street, Salt Lake City, UT 84114
Phone: (435) 899-9221 E-mail: kblomquist@utah.gov

14. MISCELLANEOUS. This Agreement may be signed in counterparts. This Agreement represents the entire agreement between the parties, and there are no verbal representations made outside of the written terms of this Agreement. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

STATE:
UTAH OFFICE OF TOURISM

GRANTEE:
SAN JUAN COUNTY OFFICE OF ECONOMIC
DEVELOPMENT & VISITOR SERVICES

Name: David M. Williams
Title: Associate Managing Director
Date:

Name:
Title:
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**APPROVED BY:
DIVISION OF FINANCE**

Name:
Date:
Contract number: 240631830

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS
FOR GRANTS OR ALLOCATIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Grant Money”** means money derived from funds appropriated under the State’s Utah Rural Jobs Act and paid or allocated to Grantee.
 - c. **“Grantee”** means the Real Estate Investment Grantee which is the recipient of Utah Rural Jobs Act Grant or Allocation Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, affiliates 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 Agreement providing the Grant Money.
 - f. **“Subcontractors”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s affiliates, agents, subcontractors hired by Grantee, 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 Agreement, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement 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 Agreement, Grantee and all acts performed under this Agreement 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 Agreement. This includes documentation related to Grantee’s performance of the Agreement 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 Agreement 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:** In the performance of this Agreement, Grantee shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee’s liability, including a limitation of liability clause for anyone for whom the 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 Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement 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 Agreement 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 Agreement 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 Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. 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 Agreement, 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 proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subcontractors as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement 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 Agreement, 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 Agreement, related documents, or invoices. 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 Agreement 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 Agreement 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 Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, 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 Subcontractors of the obligations set forth in this Agreement; (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 Agreement 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 Agreement.

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 the State files any judicial action to enforce its rights under this Agreement to collect amounts owed, then the State shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **FORCE MAJEURE.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
25. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to the public entity party to this contract.

(Revision date: June 9, 2023)

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ATTACHMENT B: PROJECT SCOPE OF WORK

SCOPE OF WORK:

San Juan County relies on this Grant award as the main funding for the annual marketing to visitors. This grant provides much-needed financial resources to support the San Juan County marketing initiatives targeted at attracting visitors.

Further, the Grant allows San Juan County to showcase its public lands, educate visitors about “Recreating with Respect” and drive visitation to its lodging partners and dining establishments. Without this award, San Juan County would not be able to market, participate in IPW, FAM Tours, and many other opportunities for San Juan County.

PROJECT DELIVERABLES:

- Increased Transient Room Tax (“TRT”) revenue: The campaign's effectiveness will be assessed by monitoring the growth in TRT revenue, which indicates increased overnight stays and tourism spending in San Juan County.
- Local tourism destination visitation: The number of visitors to local tourism destinations, such as museums, landmarks, and outdoor attractions, will be tracked to evaluate the campaign's impact on attracting visitors to the region.
- Our marketing agency, Relic, will provide monthly reporting on digital and traditional tactics: Regular reporting will be conducted to assess the performance of various marketing tactics, including digital and traditional advertising channels. Key metrics such as website traffic, social media engagement, click-through rates, and impressions will be analyzed to gauge the campaign's reach and effectiveness.
- Tracking and analysis of advertisements: Each ad run as part of the campaign will be tracked and analyzed to gather insights on its performance. This data will refine and improve future campaigns, ensuring more targeted and impactful messaging.

By closely monitoring these metrics and regularly evaluating the campaign's impact, San Juan County aims to measure the success of the campaign accurately. This data-driven approach will inform future strategies and optimizations to maximize results and achieve the desired outcomes.

ATTACHMENT C – UOT MARKETING GUIDELINES



Traditional Cooperative Marketing Guidelines

Round 2023

What it is

Matching marketing money for your marketing campaigns available to non-profit, tourism-related organizations.

Mission

The mission of the Utah Cooperative Marketing Program is to leverage state and partner funding to attract visitors to increase tourism expenditures.

The Utah Cooperative Marketing Program was established in 2005 and has since successfully funded 944 applications totalling \$53,447,101 to local non-profit tourism organizations, extending the state's brand to \$106,894,202 in both in and out-of-state marketing dollars.

The co-op fund creates a partnership between the Utah Office of Tourism (UOT) and Utah's local destination marketing organizations, including convention and visitor bureaus, chambers of commerce, non-profit events and festivals, and regional tourism organizations, to increase visitor spending in the state through marketing. Applying for co-op dollars is a competitive process and includes identifying measurables that show a return on investment to the state. It is a matching fund of up to **\$250,000** per entity and applications are only accepted once per year. We are excited to help you fund your marketing project and see the tourism and economic gains you and your organization can provide to the residents of Utah.

Since 2020, the co-op program allows a portion of every application to include in-state marketing. If you are classified as a Destination Marketing Organization (DMO) you may apply **25% or \$50,000**, whichever amount is greater, of your application to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000**, whichever amount is greater, of your application to in-state marketing efforts.

We encourage joint applications as long as no individual contributor goes over the \$250,000 cap. Joint applications are also eligible for the in-state marketing options.



Table of Contents

1. [New for Round 2023](#)
2. [Eligible Co-op Applicants](#)
3. [Eligible Co-op Projects](#)
4. [Ineligible Co-op Projects](#)
5. [How to Apply](#)
6. [Application Review Process](#)
7. [Scoring Parameters](#)
8. [Scoring / Ranking](#)
9. [Co-op Funding Policy](#)
10. [Guarantee of Funding](#)
11. [Payment and Reporting](#)
12. [Utah Logo Guidelines](#)
13. [Helpful Hints](#)
14. [Important Dates for Round 2023](#)



New for Round 2023

Kelly Day Has Retired

After 34 years with the State of Utah, Kelly Day has retired as of December 2022. Kelly has been truly foundational to the co-op program and the partners that apply to it. Kelly's email address (kday@utah.gov) is not being closely monitored. Please direct all Round 2023 co-op inquiries to Kevin Blomquist, Grants Compliance Specialist at kblomquist@utah.gov

Salesforce Platform

The Utah Office of Tourism has transferred the application process of the Traditional Cooperative Marketing Program to Salesforce in alignment with the other grants offered by the Governor's Office of Economic Opportunity. The format of the application remains the same as years prior, the hosting platform and URL link to apply has changed. See the [How to Apply section](#) for more details and links.

In-State vs. Out-of-State Marketing

Since 2020, the co-op program allows a portion of every application to include in-state marketing. If you are classified as a Destination Marketing Organization (DMO) you may apply **25% or \$50,000**, whichever amount is greater, of your application to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000**, whichever amount is greater, of your application to in-state marketing efforts.

You will be required to identify the total amount of cooperative marketing dollars to be spent in-state versus out-of-state on your application and on your final report.

Forever Mighty®

Continuing from Round 2022, we have incorporated Forever Mighty® into our traditional co-op program. Demonstrating how you will apply the principles of Forever Mighty and responsible travel into your marketing efforts can result in up to 10 additional points towards your total application score.

To learn more about Forever Mighty, visit www.visitutah.com/forever and www.visitutah.com/prepare.

Multi-partnership Matching Funds

In accordance with the cooperative marketing program guidelines, no qualified entity may serve as a fiscal agent for a non-qualified entity. In multi-partnership applications, the applying qualified entity must match the largest partner contributor to the application.



Eligible Co-op Applicants

Cities, counties, non-profit destination marketing organizations (DMOs), and similar public entities (as outlined in the [legislation](#)) are eligible to apply.

Qualified applicants must be an organization exempt from Federal Income Tax under Section 501 of the Internal Revenue Service Code for a minimum of one year, in which a primary goal is to attract and retain additional visitors to Utah through tourism promotion, and meet at least one of the following organizational requirements:

- Be a DMO, Chamber of Commerce, Convention and Visitors Bureau, or a Regional Tourism Organization
- Be a Public Sector Organization such as an event, festival, association, attraction, recreation, or entertainment venue.

Additional Requirements

- No qualified entity may serve as a fiscal agent for a non-qualified entity.
- Co-op funds cannot be matched with other state dollars (i.e. legislative appropriation, other TMPF funds, or funds from other state or quasi-state agencies). All applicants will be required to identify the amount and source of their matching funds as well as any state support they are currently receiving and must be able to show matching funds that are not state-dollar related. **Please note:** The Utah Sports Commission annually receives 10% of funds appropriated to the Tourism Marketing Performance Account and is, therefore, not an eligible funding partner for your application.
- When submitting an application involving multiple partners, the largest financial contributor must be the primary contact on the application.
 - The qualified entity must match the largest partner contributor to the application.
 - Partnership applications count toward each entity's total cap.

Eligible Co-op Projects

With the Utah co-op program, you have the freedom to choose the type of marketing that works best for your area. All marketing projects funded with co-op dollars must contain either the [Utah-Life Elevated official logo](#) or the official [Forever Mighty logo](#) if you include responsible travel in your campaign. The most common campaigns include some or all of the following:

- Digital Media - PPC, email marketing, connected TV, banner ads, social media
- Print - Fliers, direct mail
- Broadcast Media - Spot and/or CableTV & radio
- Publications - Magazines, newspapers, guides, playlists
- Website - Design or redesign and launch, updates, native content & photography (hosting is not eligible)



- Out-of-Home - Static and/or video ads on gas station TV, digital displays in restaurants, bars and entertainment venues, static gas pump toppers, billboards, buses, posters
- Postage - Postage for new marketing reach only
- Conventions - Promoting attendance of the contention to visitors
- Research for effective marketing
- Registration for one or more staff and both space rentals for the following trade shows only:
 - Collinson Media Shows (Collaborate Marketplace, Connect Marketplace, Connect Assoc., Connect Sports, Rejuvenate Marketplace, Diversity Summit)
 - National Association of Sports Commissions Annual Convention
 - Helms Briscoe Annual Business Conference
 - ASAE
 - IMEX
 - Smart Meetings
 - Meetings Focus Live
 - TEAMS
 - SportsLink
 - National Tour Association
 - Go West Summit
 - American Bus Association
 - North American Journeys
 - IPW
 - MPI
 - TapDance
 - DMAI Destination Showcase
 - Cvent Convention
 - Springtime in the Park
 - Council of Engineering and Scientific Society Executives (CESSE)
 - RCMA
 - Conference Direct Show
 - Maritz Travel
 - Aimia
 - Meetings Industry Council
 - Small Market Meetings
 - Mountain Travel Symposium
 - Ski Tops
 - Florida Ski Council
 - Far West Ski Association
 - Crescent Ski Council
 - Paul Webber PRW Shows
 - Meetings Today
 - Destination West

Ineligible Co-op Projects

- Administrative costs (i.e. salaries, travel, food and beverages, lodging, gift/awards, web hosting, memberships, or entertainment for personal and/or volunteers of organizations, retainers)
- FAM Tours (i.e. travel, food and beverages, lodging, gifts/awards, or entertainment)
- Tangible personal property (i.e. office furnishings or equipment, a permanent collect or individual pieces of art, etc.)
- Interest, reduction of deficits or loans



- Scholarships, endowments, or cash awards of any description
- Direct funding to acquire, construct, extend, or maintain a facility
- Activities or materials which violate State or Federal laws
- Projects already in progress

How to Apply

The Utah Office of Tourism has transferred the application process of the Traditional Cooperative Marketing Program to Salesforce in alignment with the other grants offered by the [Governor's Office of Economic Opportunity](#) (GOEO). The format of the application remains the same as years prior, the hosting platform and URL link to apply have changed. The previous Simpleview Extranet URL link will not work and your username and password will not transfer over.

If you have previously applied for a grant with the Governor's Office of Economic Opportunity (Utah Outdoor Recreation Grant, Rural County Grant, etc.) use that login information to access the cooperative marketing program application. If you have not applied for a grant opportunity with GOEO before, select "New User?"

Access the new application portal by visiting the following link:

goed.my.salesforce-sites.com/econ

Application Review Process

1. UOT staff reviews all applications for compatibility with the co-op guidelines. UOT staff will score and determine the level of funding for applications requesting \$10,000 or less. Only one application per Federal Tax ID number is allowed in this category. Additional applications under \$10,000 from the same entity will be reviewed and scored by the co-op committee.
2. Co-op committee members will individually review and score the qualified applications requesting more than \$10,000. Applicants will be notified of and invited to participate in an oral interview with the co-op committee during the application review process.
3. Entities that receive substantial appropriations from the Utah State Legislature in the same year they are applying for matching co-op money are subject to additional review and consideration by the co-op committee to ensure proposals meet the intent of the program.
4. Applicants will be notified of the Board of Tourism Development's funding decision following the August board meeting. Details on the Utah Office of Tourism's board meeting dates and locations [can be found here](#).



Scoring Parameters

Applications must receive a score of 70 or higher by the majority of the committee members to be eligible for funding. Applications receiving an average score of less than 70 will not be considered for funding.

Scoring / Ranking

An objective review to score each application will be based on the following point system:

Project Design - 40 points

- Clearly defined goals and objective that are realistic - 20 points
- Ability to attract and/or target new markets or promote new products - 5 points
- Strong community support and involvement - 10 points
- Multi-county partnership application - 5 points

Accountability / Economic Impact - 60 points

- Expected revenue and positive economic impact generated - 15 points
- Reliable tracking mechanism - 15 points
- Reasonable cost/benefit ratio - 15 points
- Demonstrates one or more Forever Mighty ethics - 10 points
- Projects aimed at attracting more visitors during shoulder season - 5 points

Co-op Funding Policy

Regardless of the type of project funded, all applicants receiving funding from the Utah Office of Tourism are required to display the following on their website:

- Utah-Life Elevated logo linked to the UOT's official consumer website, www.visitutah.com

The UOT logo and link must be displayed in a reasonably prominent position for the duration of the co-op marketing project for which the funding was received.

The UOT will match 50% of the total project cost. Qualified entities may apply for a maximum of **\$250,000** in co-op funds. All matching funds contributed by a single entity count towards its \$250,000 limit. Multiple applications will be accepted by the same entity (for separate campaigns) that don't exceed the \$250,000 per entity cap.

Required match - The applicant must demonstrate that it can match its co-op request with non-state funds. In-kind gifts will be acknowledged, but are not considered as part of the match.



Letters of financial commitment must be signed by and submitted on the contributor's letterhead.

Guarantee of Funding

Please note that there is no guarantee that all applicants will be awarded funds. Even though a project may qualify, limited funds may not allow all projects to receive assistance. Any and all decisions regarding awarding of funds are at the discretion of the co-op committee, Board of Tourism Development, and the Utah Office of Tourism and are final.

The co-op committee reserves the right to adjust funding parameters in accordance with the number of proposals received and available funds. Greater consideration will be given to projects that demonstrate the highest potential for economic impact from visitors.

Payment and Reporting

A Memorandum of Understanding (MOU) will be issued to all recipients of co-op funding. Upon UOT's receipt of the signed MOU, it will be submitted for a contract number and will have an ending date of 90 days following the date entered in the application as the project ending date. The typical MOU/contract will last two years.

Payment on the award is made in two installments. For the initial payment, **75%** of the award amount will be paid no earlier than 120 days prior to the project start date as indicated in the application. The remaining 25% of the award will be issued when the applicant has successfully executed its program/campaign/event and completed the final report. All applicants must complete the final report form in the application portal within 90 days of completion of the project. Applicants who have failed to complete and submit their report within 90 days of completion of their project are not eligible to apply in future funding rounds until the report has been submitted. In the event an applicant cannot complete its project as approved, the applicant is required to notify the UOT staff immediately and submit proposed changes or modifications in writing as soon as possible.

Utah Logo Guidelines

All projects must utilize the state brand and have a call to action. All press releases pertaining to co-op projects must also include the state logo. The Cooperative Marketing Program is intended not only to market your project/event but also to extend the brand of the state. It is important that we work together to make certain that Utah's brand and logo are effectively used in all marketing materials. The use of the UOT logos must be in accordance with the [UOT Brand Guidelines](#) or [Forever Mighty Style Guide](#). **Drafts of all projects, events, campaign materials are required to be approved by UOT prior to print, distribution, public release,**



publication, etc. Please send drafts via email to Kevin Blomquist at kblomquist@utah.gov and allow a minimum of five (5) business days for approval. The UOT reserves the right to use co-op partner ads in its marketing materials.

As part of the logo approval process, the UOT and/or co-op marketing committee members reserve the right to deny co-op funding and the use of the Utah logo on marketing materials that may include inappropriate content or content that may portray Utah or Utahns in a negative way. The denied co-op funds and matching funds may be reallocated to other approved projects/materials included in the application for increased exposure. Should this not be feasible or acceptable to the applicant, the UOT will reduce funding for the project accordingly.

Digital Ads - Realizing that digital ads are usually too small to include the official Utah-Life Elevated logo, the UOT requires the Utah logo with a link to www.visitutah.com, or www.visitutah.com/forever if including Forever Mighty in your application, be included on the landing page linked to the digital ad. Nofollow links are not allowed. Screenshots of the landing pages linked to the digital ads are required for logo approval.

Billboards - Billboards must display the official Utah-Life Elevated logo or the Forever Mighty logo at a size that is clearly readable to the passing motorist. Applicants must also specify the location and dates of the billboard display.

Partner Logos - Logos of applicants and partners (including private businesses) must be declared in the application and approved by the UOT. Logos representing alcoholic beverages, tobacco products, and/or sexually-oriented products and services will not be permitted with the Utah logo.

Print and Publications - All print ads must contain either the Utah-Life Elevated logo or the Forever Mighty logo. Generally, the size of the Utah logo should be commensurate with the size of the applicant's logo but not less than 1.25" in length as is required in the [Utah-Life Elevated Logo Guidelines](#). Applicants must specify the newspaper/publication name, size of the ad, market reach, and anticipated issue dates.

TV Ads - The products must display the official Utah-Life Elevated logo or the Forever Mighty logo for a minimum of 5 seconds, typically just at the end of the ad. The logo must be clearly legible and prominently displayed. Generally, the size of the Utah logo should be commensurate with the size of the partner logo. Applicants must include market reach and frequency.

Radio Ads - Radio ads must constrain the credit line "produced in cooperation with the Utah Office of Tourism." The credit line should take 3 to 5 seconds to pronounce and must be clear and easy for the listener to hear. Applicants must also include market reach and frequency.



Booths - Booths purchased or constructed with co-op funds must display the official Utah-Life Elevated logo for a minimum of one year. The Utah logo should be in the top 1/3 of the booth and must be clearly legible to those walking down the aisle past the booth. Realizing that booths come in a wide variety of shapes and sizes, the UOT reserves the right to approve the use of the Utah logo on a case-by-case basis.

Websites and Website Content - Websites, as well as website content and articles, created or revised using co-op dollars must contain the official Utah-Life Elevated logo or Forever Mighty logo prominently displayed in a place the web visitor will likely view (homepage) for a minimum of one year. The Utah logo should also link to www.visitutah.com and Forever Mighty to www.visitutah.com/forever. Native content must also contain the official Utah-Life Elevated logo linked to www.visitutah.com. Co-op funds cannot be used for web hosting or general maintenance. Nofollow links are not allowed.

Helpful Hints

- Gather all required attachments so they are handy when filling out the application.
 - List of Board Members
 - Federal Tax Exemption
 - Project Budget, ROI and Co-op History (New Required Spreadsheet)
 - Financial audit/balance sheet
 - Letters of financial commitment
 - Letters of project support
- Save your application often.
- Do not submit until you are 100% complete as you can no longer make changes to your application once submitted.
- If you are awarded co-op money, please keep **all project-related invoices** in a separate folder as they are required in the final reporting process.

Important Dates for Round 2023

- Application Opens - May 30th, 2023 at 9:00 a.m. MT
- Application Deadline - June 29th, 2023 at 5:00 p.m. MT
- Oral Interviews - July 17th & 18th, 2023
- Awards Announced - August 11th, 2023

For additional information about the co-op program, please visit our website at [Traditional Co-op Marketing Program | Utah Office of Tourism Industry Website](#).