

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 Visitor Services 117 S Main Street PO Box 490 Monticello, UT 84535

Contact Name: Allison Yamamoto-Sparks

Phone #: (435) 587-3235

Email: ayamamoto@sanjuancounty.org

Legal Status of Grantee: Governmental Agency

Federal Tax ID: 87-6000305 Vendor #: VC0000114664

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 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 29, 2025 Termination Date: April 1, 2027.

- **5. CONTRACT AMOUNT:** The State approves the following Grant amount: \$182,250.00
- 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 – 2025 Cooperative Marketing Grant 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 50% of the Board approved Grant amount upon receiving this fully executed Agreement and invoice from the Grantee. The remaining 50% of the Grant amount will be paid upon the completion of said project, submission and approval of required reports, vendor invoices, and documentation. UOT shall review submitted project reports and invoices within twenty (20) 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 2025 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 by email a written summary of such changes to uotgrants@utah.gov 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 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.** <u>AUTHORITY AND REPRESENTATIONS</u>. 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. <u>PROVIDING NOTICE TO STATE:</u> Award recipients are encouraged to communicate directly with the Community & Partner Relations team of the Utah Office of Tourism via <u>uotgrants@utah.gov</u>.
- 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: GRANTEE:** UTAH OFFICE OF TOURISM SAN JUAN COUNTY VISITOR SERVICES Name: David M. Williams Name: Title: Associate Managing Director Title: Date: Date: **GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY** Name: Title: Date: **GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY** Name: Title: Date: **APPROVED BY:**

Name: Date:

Contract number: 260632781

DIVISION OF FINANCE

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS OR ALLOCATIONS

- 1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - **a.** "<u>Agreement</u>" 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 individual or entity which is the recipient of Grant 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.** "<u>State</u>" 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:

This scope of work covers the 2026 Marketing Campaign.

San Juan County Visitor Services will be promoting the national, state, and tribal parks and monuments throughout San Juan County, including Monument Valley Navajo Tribal Park, the Needles District of Canyonlands National Park, Natural Bridges, Hovenweep, and Bears Ears National Monuments, and the Edge of the Cedars and Goosenecks Utah State Parks, as well as other recreational opportunities on our public lands and our spectacular dark skies.

In addition, we will also be promoting our small communities throughout the county to help educate visitors on the wide variety of lodging and dining experiences that are available throughout San Juan County. We will also focus on the Native American history and culture of San Juan County by highlighting Native American Heritage Month as well as Native American guides and events throughout the county.

There are several annual events in San Juan County which we will also highlight through our marketing efforts, such as the Bluff Balloon Festival, Bluff Arts Festival, and the San Juan Stampede Pro Rodeo.

Our campaign will encompass various visual, digital, and print mediums. This includes but is not limited to; video, billboards, newsletters, website landing pages, paid social ads, etc., to create a cohesive and compelling set of assets to market our unique county. By leveraging these platforms, we aim to reach both out of state and in-state audiences, showcasing San Juan County's natural beauty, adventure opportunities, and cultural richness.

We have a variety of target markets for our 2026 campaign including the following:

- International: Germany, France, UK, Netherlands, Belgium, Australia, New Zealand, Canada, China, and India
- Domestic: Colorado, Arizona, and New Mexico
- In-state: Northern Utah/Wasatch Front

Our target markets for promoting San Juan County encompass a diverse range of demographics unified by their interests in outdoor adventure, cultural exploration, and natural beauty. Here's a detailed description of our target visitor demographics:

- Outdoor Enthusiasts: Our primary target includes individuals and families who enjoy outdoor
 activities such as hiking, camping, photography, off-roading, and river rafting. They seek
 destinations that offer diverse landscapes and recreational opportunities. More importantly, they
 seek the challenge of lesser-known attractions and are seasoned travelers looking to find what
 may not be so easily accessible or even known to the general public.
- Cultural and Historical Travelers: We target travelers with an interest in Native American history, archaeology, and the preservation of cultural heritage. They are curious about visiting museums and learning about the rich history of San Juan County.
- Adventure Seekers: Our target includes adrenaline enthusiasts seeking unique and challenging experiences. They are drawn to activities like rock climbing, canyoneering, and exploring rugged terrains such as the Moki Dugway, Cedar Mesa, and the San Juan River.
- Age Range: While our focus can target certain young adults new to Utah (25-35) at times, our primary audience is middle-aged adults (36-55), both male and female.
- Interest in Sustainable Travel: Increasingly, our target market includes travelers interested in sustainable and responsible tourism practices. They seek destinations and activities that promote environmental conservation and respect local cultures.

PROJECT DELIVERABLES:

Our primary goal is to increase the average number of nights visitors stay in San Juan County, as well as to increase the total amount they spend while they are in the area. Through our marketing, we will accomplish this by educating potential visitors about the wide variety of things to see and do in the area, as well as the amenities that are available in our communities such as lodging, dining, guided activities, museums, trading posts, etc. By educating visitors before they arrive in our area, our goal is for them to be able to plan longer trips to San Juan County and take advantage of the variety of local businesses while they are here.

Secondary Goal #1: Increase Visitor Engagement and Conversion:

Capture the imagination of travelers from diverse geographical areas with messaging like "Not the middle of nowhere, but right next to it" and "More Utah," engaging them throughout their travel journey. Objectives: Generate interest in San Juan County's natural beauty and cultural attractions through targeted digital ads and compelling content. Drive traffic to SEO-optimized landing pages that highlight unique experiences and encourage newsletter sign-ups and trip bookings.

Measure conversion metrics such as newsletter subscriptions and booking inquiries to gauge campaign effectiveness.

Secondary Goal #2: Target Northern Utah Residents:

Encourage in-state travelers to explore San Juan County's landscapes and red rocks with the campaign theme "Head South to Go West."

Objectives: Utilize captivating imagery and narratives to inspire Northern Utah residents to discover nearby adventure opportunities. Increase visitation by promoting weekend getaways to San Juan County, thereby supporting the local businesses.

Success of our campaign will be measured by an increase in visitation and spending from our target markets. This will be measured primarily through Datafy tracking, VisaVue reports, TRT, and sales tax revenue, as well as reported increases in occupancy rates from the lodging properties in San Juan County. We also continuously track the visitation to the national and state parks and monuments in San Juan County to give us a better understanding of changes in year over year visitation to San Juan County.

In addition, we work very closely with Brand Revolt (formerly Relic Agency) who has been our marketing agency for the past 7+ years, and we receive monthly reports from each department within their organization which allows us to optimize our campaigns for best performing assets and conversion metrics. Monthly reporting includes website traffic, click-through rates, impressions, social media engagement, etc., which is used to gauge the reach and effectiveness of each campaign. This data is used to refine and improve not only the current campaign, but future campaigns as well.

BUDGET:

Description	Vendor	Spend Classification	Detailed Description	Co-op Funds	Applicant Funds	Total Cost
Paid Social	Facebook & Instagram	In-State	Facebook & Instagram prospecting	\$6,500	\$6,500	\$13,000
Paid Social	Facebook & Instagram	Out-of-State	Facebook & Instagram prospecting	\$14,250	\$14,250	\$28,500
E-mail marketing & Google Ads	Google, other	Out-of-State	Data hosting and management	\$21,000	\$21,000	\$42,000
Website, trail page & leads	Go Travel Sites / Earthdiver	Out-of-State	Website & Trails page hosting & maintenance, Leads program & CRM	\$21,500	\$21,500	\$43,000
Outdoor	Brand Revolt	In-State	Billboards	\$26,000	\$26,000	\$52,000
Broadcast TV	Brand Revolt / News station	In-State	TV segments on visiting SJC, Company TBD	\$4,725	\$4,725	\$9,450

PR	Brand Revolt	Out-of-State	Newsletters, PR, Journalists & Content Creation	\$26,100	\$26,100	\$52,200
Promotional Video	Capture Adventure Media	Out-of-State	Filming, storyboard, editing, video production	\$15,000	\$15,000	\$30,000
IPW Registration	US Travel Association	Out-of-State	IPW Booth & Delegate Registration	\$3,500	\$3,500	\$7,000
International Optins w/UOT	Various	Out-of-State	International Marketing in top-spending countries	\$13,425	\$13,425	\$26,850
Creative Design & Integrated Strategy	Brand Revolt	Out-of-State	Graphic Design, Integrated Marketing Strategy	\$30,250	\$30,250	\$60,500
			Cash Totals	\$182,250	\$182,250	\$364,500

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ATTACHMENT C – 2025 COOPERATIVE MARKETING GRANT GUIDELINES

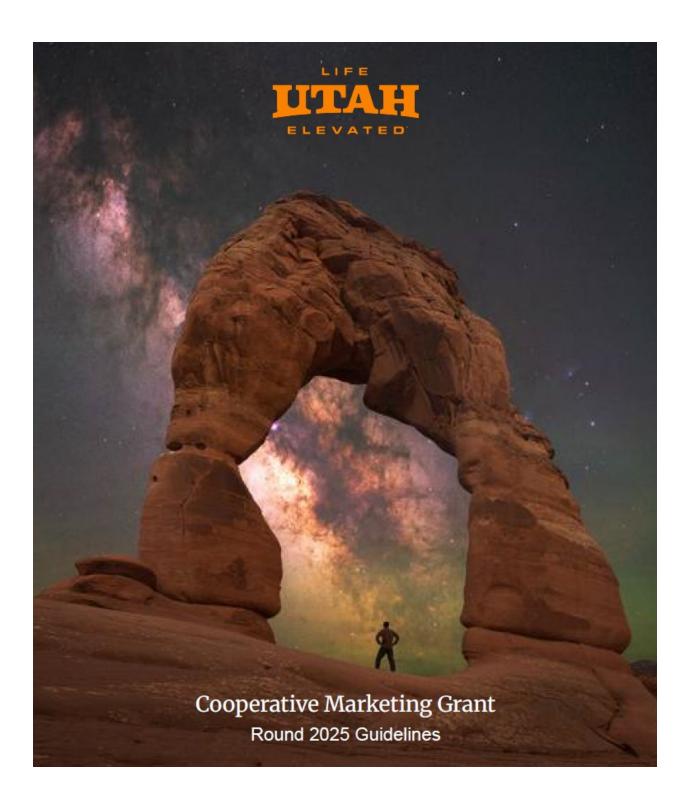




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Questions? uotgrants@utah.gov Co-op Webpage



PREPARATION

(1) Background

Purpose

Utah's Cooperative Marketing Grant is a collaborative initiative designed to leverage both state and partner funding to enhance the visitor economy and increase tax revenue. The grant supports destinations in maintaining or expanding their market position through strategic marketing efforts.

History

Established in 2005, Utah's Cooperative Marketing Grant has funded 1,093 applications with a total of \$65,398,453.46, boosting the state's brand to \$130,796,906.92 million in marketing dollars. This program partners the Utah Office of Tourism (UOT) with local tourism organizations, such as convention and visitor bureaus and non-profit events, to enhance visitor spending through competitive match marketing grants.

2025 Funding Breakdown

Current TMPF Funds Available: \$4,064,560

Additional Rollover Funds: TBD

Non-DMO Funding Available: Capped at \$750,000

In-State vs. Out-of-State Marketing

Each entity can apply for up to \$225,000 annually. To ensure that sufficient cooperative marketing dollars are available to Utah's Destination Marketing Organization (DMO) partners, the funding available for eligible non-DMOs is capped at \$750,000.

Entities classified as a Destination Marketing Organization (DMO) may apply 25% or \$50,000, whichever amount is greater, of their total project (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. All other types of eligible applicants may apply 15% or \$35,000, whichever amount is greater, of their total project (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. Expenses exceeding these caps will reduce the award amount. Applicants are required to identify the total amount of their total project (Co-op Award + Exact Match, or nearly exact match) dollars to be spent in-state versus out-of-state on their application and on the final report.

Partnering with DMOs

Nonprofits and events are strongly encouraged to partner with their local Destination Marketing Organization (DMO) to be included in the DMO's overall grant request or to be referred to other applicable grants. At the very least, non-DMO applicants must submit a letter of support from their local DMO or, if no DMO exists, from the County Commission.



One Application per Organization

Effective 2025, each organization may submit only one Co-op application for funding consideration. However, joint applications involving two or more Co-op applicants will be permitted to submit an additional application. Organizations wishing to propose multiple marketing campaigns are strongly encouraged to consolidate them into a single "umbrella" Co-op Marketing Grant proposal.

No single entity may request more than \$225,000 in matching funds.

(2) Eligible & Ineligible Applicants

Eligible Applicants

To qualify, applicants must be cities or counties in Utah, non-profit destination marketing organizations (DMOs), or similar public entities focused on tourism promotion in Utah. They must be exempt from Federal Income Tax under Section 501 of the IRS Code for at least one year. Eligible organizations include DMOs, Chambers of Commerce, Convention and Visitors Bureaus, Regional Tourism Organizations, federally recognized tribes, or public sector entities like events, festivals, associations, attractions, and entertainment venues.

Key requirements include:

- Entities cannot act as fiscal agents for non-qualified groups.
- For applications involving multiple partners, the largest financial contributor must be the primary contact, and the qualified entity must match this contributor's amount. Partnership applications count toward each entity's funding cap.
- Co-op funds cannot be matched with other state funds. Please note that the Utah Sports Commission is NOT an eligible funding partner.
- Applicants must disclose their matching funds and any state support received.

Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application.

Ineligible Applicants

For-profit organizations and individuals are ineligible to apply for this grant and are kindly requested to refrain from submitting applications.

(3) Eligible & Ineligible Projects

Eligible Projects

With the Utah Cooperative Marketing Grant, applicants can select the type of marketing that best suits their area. All marketing projects funded with Co-op dollars must feature either the Utah-Life Elevated official logo.



Examples of Eligible Projects

- 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 convention to visitors
- Public Relations- Agency fees, activation costs, and communication plans (excludes any travel expenses)
- Research for effective marketing
- Trade Shows Registration for one or more staff and booth space rentals for trade shows that broaden the applicant's market reach (justification for the trade show must be provided in the scope of work section of the application)

Ineligible Projects Examples

- Activities or materials which violate State or Federal laws
- Administrative costs (i.e. salaries, travel, food and beverages, lodging, gift/awards, web hosting, memberships, or entertainment for personal and/or volunteers of organizations)
- Direct funding to acquire, construct, extend, or maintain a facility
- FAM Tours (i.e. travel, food and beverages, lodging, gifts/awards, or entertainment)
- Interest, reduction of deficits or loans
- Projects already in progress (contract must be signed before beginning the project)
- Scholarships, endowments, or cash awards of any description
- Tangible personal property (i.e. office furnishings or equipment, a permanent collection or individual pieces of art, etc.)
- Event equipment and supplies (i.e. any hard costs such as tents, awards, banners, etc.)

Please keep in mind that the intent is to spend on marketing that brings visitors to your area, not the things they see or get once they are already there.



(4) Matching Funds

UOT will match 50% of the total project cost, with a maximum of \$225,000 in Co-op funds available per entity. All matching funds from a single entity count towards this \$225,000 limit. Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application, though no organization will receive more than \$225,000 in total award monies.

Applicants must match their Co-op request with non-state funds. In-kind gifts are acknowledged but not counted as part of the match. Financial commitment letters must be signed and submitted on the contributor's letterhead.

(5) Deadlines

2025 Guidelines are Released - March 2025 (Partner Newsletter & Co-op Website)
Applicant Webinar - May 6th, 2025 at 1:00 p.m. (Virtual - Details on Website)
Application Opens - May 19th, 2025 at 9:00 a.m. MT
Application Deadline - June 27th, 2025 at 5:00 p.m. MT
Oral Interviews - July 28th-30th, 2025
Awards Announced - August 8th, 2025

APPLICATION & SCORING

(6) Application

Applying Via the Salesforce Portal

In 2023, the Utah Office of Tourism moved the Cooperative Marketing Grant application process to Salesforce, aligning it with other GOEO grants. The application format is similar to what applicants experienced in Simpleview, but the URL and login details have changed. The old Simpleview Extranet link and login credentials will no longer work.

If applicants have applied for a GOEO grant before (like the Utah Outdoor Recreation Grant), they should use their existing login information. New users should select "New User?" to create an account.

Access the application portal at: goed.my.salesforce-sites.com/econ

Introducing the Tri-View

Introducing the <u>Tri-View</u>, a pivotal tool designed to illuminate the interconnectedness of the Cooperative Marketing Grant (Co-op) process. This resource serves as a comprehensive tool for applicants, committee members, and staff, providing a clear and concise understanding of how the grant guidelines, application questions, and evaluation



scorecard work in unison. By visualizing the relationship between these three critical components, the Tri-View clarifies the application process, ensuring transparency and fostering a more equitable evaluation.

For Co-op applicants, the Tri-View is an invaluable asset for crafting stronger, more compelling applications. It empowers applicants to directly align their responses with the grant guidelines, demonstrating a clear understanding of the program's objectives. Furthermore, it reveals how each application question will be assessed and scored, enabling applicants to strategically allocate their efforts and maximize their potential for success. By providing a holistic view of the Co-op process, the Tri-View facilitates a more informed and strategic approach to grant applications, ultimately leading to more impactful and successful marketing initiatives.

ROI and Budget Worksheets

Please note that the (1) ROI Worksheet and (2) Budget Worksheet have been separated into two worksheets to provide clarity for the scoring breakdown. Both must be completed. For the Budget Worksheet, applicants are encouraged to provide a detailed budget breakdown rather than one line item. Applicants must be thorough, as this is a comprehensive budget.

(7) Interview

Purpose

As part of the application process, applicants requesting a cumulative amount of more than \$20,000 are strongly encouraged to participate in an interview with the Co-op Committee. The interview is designed to positively impact the applicant's score, offering an opportunity for the applicant to clarify anything on the application, providing a valuable mentoring opportunity rather than being focused on presentation or "wow" factors. The committee will use this time to discuss project details, provide insights, and support applicants in maximizing their potential for success.

How to Prepare

Applicants should come prepared to give the Committee a five minute overview of their application - keeping in mind that the Committee has already read through the application- and five minutes of Q&A. Questions may pertain to ROI, guideline restrictions, additional clarification, etc.

(8) Scoring Parameters & Process

≥ 70%

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.



Point System

Applications will be scored based on the following point system:

Scope of Work - 38 points

Deliverables & Outcomes - 48 points

Budget - 14 points

Interview - Additional points possible

Total Points Possible - 100 points

Please refer to the <u>Tri-View</u> for a more detailed breakdown of how questions will be assessed and scored.

Applications \$20K and Under

Utah Office of Tourism staff score and determine the level of funding for applications requesting \$20,000 or less.

Applications Over \$20K

The Co-op Committee reviews and scores qualified applications requesting more than \$20,000.

Additional Review

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. Please alert the staff by email uotgrants@utah.gov if this is relevant.

(9) Helpful Hints

Start Early

- Gather all the required attachments beforehand to make filling out the application easier; Required attachments include:
 - List of Board Members
 - o 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

Stay on Track

Save the application often while working on it.



 Do not submit the application until it's 100% complete as changes can no longer be made once it's submitted.

Leverage the Tri-View

 Understanding the Co-op guidelines and scoring breakdown as you answer each question will help you craft a stronger application.

(10) Funding Decision

Award Announcement

The Board of Tourism Development's funding decision will be announced at the August board meeting. Details on the Utah Office of Tourism's board meeting dates and locations can be found here.

No Guarantee of Funding

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.

NEXT STEPS

(11) Memorandum of Understanding

If the applicant is awarded less than the original requested amount, they may be required to submit a statement adjusting their scope of work and budget to reflect the amount being awarded.

A Memorandum of Understanding (MOU) will then 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 **April 1, 2027 at 5:00 pm MST**. While this is the final deadline, recipients are encouraged to submit their final report upon project completion.

(12) Payment & Reporting

Initial Payment

Payment on the award is made in two installments. For the initial payment, **50**% of the award amount can be invoiced via Salesforce anytime after the MOU has been signed.

Obtaining Branding Approval



All marketing collateral produced by recipients' Co-op projects (Co-op Award + Exact Match, or nearly exact match) must feature the state brand.

Recipients are required to submit drafts of said collateral to uotgrants@utah.gov for approval **before** publication or printing. UOT's Grants Specialist will ensure that this step has been followed before reviewing and approving the recipient's final report. See Section 13 (Utah Logo Guidelines) for additional information on expectations regarding the use of UOT's logos.

Progress

In the event that a recipient cannot complete their project as approved, or changes to scope are needed, the recipient is required to notify UOT staff promptly by emailing uotgrants@utah.gov and submit proposed changes or modifications for approval.

Final Payment & Report

The remaining 50% of the award will be issued when the Co-op recipients have successfully executed the approved project and their final report has been approved by UOT's Grants Specialist. All recipients must complete the final report form in the Salesforce portal by April 1, 2027 at 5:00 pm MST. Recipients who have failed to complete and submit their report by April 1, 2027 are not eligible to apply in future funding rounds until the report has been submitted and approved.

(13) Utah Logo Guidelines

The Cooperative Marketing Grant aims to promote both the recipient's project and Utah's brand, which is why UOT's logos must be used in accordance with UOT's <u>Brand</u> <u>Guidelines</u>.

Drafts of all materials produced by the project (Co-op Award + Exact Match, or nearly exact match) require UOT's approval **before** printing or publication. Drafts must be sent to <u>uotgrants@utah.gov</u>. Recipients should allow at least five business days for approval. UOT may deny Co-op funding or logo-use if the content is deemed inappropriate or negative towards Utah. In such cases, denied funds may be reallocated or reduced as necessary.

Recipients should note that UOT reserves the right to use recipients' Co-op marketing collateral in its own marketing and presentations.

Recipients should review UOT's <u>Brand Guidelines</u> as well as the following sections that pertain to their specific project before beginning project creation to ensure compliance with all branding regulations and expectations.



All Projects - IMPORTANT

All recipients of the Co-op Marketing Grant must display the Utah-Life Elevated logo on their website, linking it to www.visitutah.com. The UOT logo and link should be prominently placed and visible for the entire duration of the Co-op marketing project.

Billboards

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

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 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.

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. 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.

Press Releases

Press releases related to Co-op projects must feature the state logo.

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.

TV Ads

The products must display the official Utah-Life Elevated 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.



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 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. 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.