



STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Off-Highway Vehicle Recreation (OHVR) Grant
FY2025, Quarter 2
SJC Trail Maintenance

1. **CONTRACTING PARTIES:** This contract ("Agreement" or "Contract") is between the State of Utah, Division of Outdoor Recreation (the "State"):

State of Utah
Division of Outdoor Recreation
1594 West North Temple #100
Salt Lake City, UT 84116
Contact Person: Rachel Toker
Email: racheltoker@utah.gov

and the following entity ("Grantee"):
San Juan County Road Department
885 East Center Street
Monticello, 84535-0188
FEIN: 87-6000305
Contact Person: Todd Adair
Email: mgarner@sanjuancountyut.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Agreement is to award funding for SJC Trail Maintenance project as set forth in the Project Description ("Attachment C"), as approved by the State (the "Project"). This Contract sets forth the terms and conditions under which the Grantee may obtain and maintain eligibility for Off-Highway Vehicle Recreation funding.
3. **AUTHORITY:** This Contract is entered into pursuant to the State's authority to administer funds under Utah Code § 41-22-19, § 79-8-103 and Utah Administrative Code R650-301. All awarded funding is subject to, and contingent on, legislative appropriation.
4. **CONTRACT PERIOD:**
This Contract is executed as of the date of the last signature and is effective through September 30, 2027, unless terminated early or extended in accordance with the terms and conditions of this Contract.
5. **CONTRACT AMOUNT AND MATCH:** The State awards, and the Grantee accepts, a potential grant award of up to **\$64,018** ("Award Amount") The Grantee agrees to meet a match of at least 13% of the project total based on the submitted budget in Attachment D.
6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants

Attachment B – Off-Highway Vehicle Recreation Terms and Conditions
Attachment C – Project Description
Attachment D – Budget

Any conflicts between Attachment A and any other Attachment shall be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the Award authorized by this Contract, including but not limited to Utah Code § 41-22-19 and Utah Administrative Code R650-301, the Salesforce funding application APP-004492, and all documentation submitted for this Project.

8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Agreement .

9. USE OF GRANT MONIES

In signing this Agreement, Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all of the Award to effectuate the Project set out in the Project application as approved by the State, and in a way that is consistent with the Project Description attached to this Contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Grantee and the State, no Award Funds may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or grants, even if those project or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of Award Funds on any cost or expense that is not directly associated with the Project approved by the State in connection with this Contract constitutes a material breach of this Contract. Grantee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended Award Funds and to take any other legal action that the State, in its sole discretion, determines to be necessary to ensure Award Funds are, or were, expended in a manner consistent with the requirements of this Contract and Utah law.

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

State of Utah

Division of Outdoor Recreation

San Juan County Road Department

Signature: _____

Signature: _____

Name: Patrick Morrison

Name: _____

Title: Recreation Program Director

Title: _____

Date: _____

Date: _____

Division of Finance – Reviewed and Processed

Date:

Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable State and Federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under Federal and State laws.
 - b) **"Contract"** means the Agreement, including all referenced attachments and documents incorporated by reference.
 - c) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners. For purposes of the Agreement, "Contractor" is synonymous with "Grantee" and extends to all Grantee's agents, officers, employees, partners and assigns.
 - d) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and equipment that the Contractor is required to deliver to the State Entity under this Contract.
 - e) **"Grant Money"** means the "Award" or "Award Amount" under the Agreement.
 - f) **"Grantee"** means the individual or entity which is the recipient of the "Grant Money" from the State Entity.
 - g) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified in the Contract.
 - h) **"State of Utah" or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - i) **"Subgrantee"** means a person or entity under the direct or indirect control of "Grantee", including, but not limited to, Grantee's agents, consultants, employees or anyone else Grantee may be liable to, or under contract with.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all Subgrantees, in effectuating any act under the Contract will comply with all applicable Federal and State constitutional mandates, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by Federal funds, either in whole or in part, then any Federal regulation related to the Federal funding, including but not limited to CFR Appendix II to Part 200 and other Federal laws as identified in the Notice of Award, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records necessary to properly account for Grantee's performance and the payments made by the State Entity to Grantee under this Contract. These records shall be retained by Grantee for at least six (6) years after final payment of the Grant Award, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, Federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary, and unless otherwise agreed to in the Contract, Grantee shall procure and pay for all permits, licenses, and approvals necessary, as conditions precedent or otherwise, for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah, or as otherwise set forth in State law. If applicable:
 - a. Grantee certifies as to its own entity, under penalty of perjury, that Grantee has registered and is participating in the Status Verification System to verify the work eligibility status of Grantee's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Grantee shall require that each of its Grantees certify by affidavit, as to their own entity, under penalty of perjury, that each Subgrantee has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Grantee's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Grantee and Subgrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY: INTENTIONALLY DELETED**
10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subgrantees, and shall fully indemnify, defend, and save harmless the State 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 the 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.

Notwithstanding the above, if both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 *et seq.*), nothing in this Contract shall be construed as a waiver of any party's rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence, and will defend against any claims or lawsuit brought against it. If the Act applies to both parties, there are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES: INTENTIONALLY OMITTED**
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the scope/purpose of the Contract. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, State, or local. Grantee must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Grantee. The State Entity and the Grantee may terminate this Contract, in whole or in part, at any time, by mutual agreement, in writing.

In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Grantee of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX AND TAX DEDUCTION/BENEFITS EXEMPTION:** It is Grantee's responsibility to request the State Entity's sales tax exemption number, which will be provided upon request. It is Grantee's sole responsibility to obtain

independent tax and legal advice in connection with this Contract and to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. WARRANTY OF PROCUREMENT ITEM(S): INTENTIONALLY OMITTED

18. CONTRACTOR'S INSURANCE RESPONSIBILITY: Grantee shall maintain workers' compensation insurance during the term of this Contract for all its employees, as well as for any Subgrantee as required by law.

19. RESERVED.

20. PUBLIC INFORMATION/DATA PRIVACY: Grantee agrees that this Contract, and related documents, including application materials may be classified by the State Entity as public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract and any related documents for purposes of complying with GRAMA or any other Federal or State law. The State Entity and the State of Utah are not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, or any related documents.

Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected as part of this grant shall be used for solely purposes of: (1) administering and enforcing the Contract, (2) complying with Grantor's statutory duties as set forth in the Utah Code; (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, State or Federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-10 *et seq.*) record requests. Grantee may contact the Grantor at the address in the Agreement to exercise any rights under the Government Data Privacy Act.

21. DELIVERY: INTENTIONALLY OMITTED

22. ACCEPTANCE AND REJECTION: INTENTIONALLY OMITTED

23. INVOICING: INTENTIONALLY OMITTED

24. PAYMENT: Unless otherwise agreed to by the Parties in writing, the following paragraph applies to this Contract:

Payments are to be made within thirty (30) days after a correct invoice is received, unless otherwise agreed to by the parties in writing. All payments to Grantee will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). The acceptance by Grantee of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Grantee. The State Entity's final payment shall not be deemed a waiver of any and all claims that the State Entity or the State of Utah may have against Grantee. The State of Utah and the State Entity will not allow the Grantee to charge end users electronic payment fees of any kind, unless otherwise agreed to, in writing, by the State Entity.

25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Grantee will indemnify and hold the State Entity and the State of Utah 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 Entity or the State of Utah 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.

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Grantee each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Grantee prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Grantee shall transfer any ownership claim to the State Entity.

27. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY OMITTED

28. ASSIGNMENT: Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Grantee in default of this Contract: (i) Grantee's non-performance of its contractual requirements and obligations under this Contract; or (ii)

Grantee's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Grantee will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts or grants from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Grantee under this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Grantee has access to or processes Confidential Information as defined under Utah law or as identified as such by the State Entity or the State of Utah, Grantee shall: (i) advise its agents, officers, employees, partners, and Subgrantee of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the Contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Grantee will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with Utah's Government Data Privacy Act. In Accordance with that Act, Grantee and its Subgrantees must comply with all the same requirements regarding personal data as the State.

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 Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable, including, but not limited to, any Subgrantees.

Upon termination or expiration of this Contract, Grantee will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** INTENTIONALLY OMITTED

33. **WORK ON STATE OF UTAH PROPERTY OR ELIGIBLE USER PREMISES:** INTENTIONALLY OMITTED

34. **CONTRACT INFORMATION:** INTENTIONALLY OMITTED

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Grantee's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Grantee's responsibilities may be reinstated upon advance written notice from the State Entity.

37. **CHANGES IN SCOPE:** Any changes in the scope of the work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Contract.

38. **PROCUREMENT ETHICS:** INTENTIONALLY OMITTED

39. **ATTORNEY'S FEES:** INTENTIONALLY OMITTED

40. **TRAVEL COSTS:** If travel expenses are permitted by the Contract, then all travel costs associated with this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7 or as otherwise permitted by Contract.

41. **DISPUTE RESOLUTION:** INTENTIONALLY OMITTED

42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed in the Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract that has not been cured, or of any of the following clauses, including, but not limited to: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnification, Indemnification Relating to Intellectual Property, and Contractor's Insurance Responsibility.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Contract. The Grantee must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 *et seq.*, Grantee certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 *et. seq.*, that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** Grantee shall complete any work under the Contract by the deadline in the Contract. Time is of the essence and Grantee shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Grantee's failure to timely perform under this Contract.
49. **PERFORMANCE EVALUATION:** INTENTIONALLY OMITTED
50. **STANDARD OF CARE:** INTENTIONALLY OMITTED
51. **REVIEWS PERFORMANCE EVALUATION:** The State Entity reserves the right to perform checks, reviews, performance reviews, and/or comment upon Grantee's performance under the Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
52. **RESTRICTED FOREIGN ENTITIES AND FORCED LABOR PRODUCT:** INTENTIONALLY OMITTED

(Revision Date: 3/11/2025)

Attachment B: Off-Highway Vehicle Recreation Grant Terms and Conditions

1. PROJECT DESIGN, PROJECT DESCRIPTION, AND USE OF FUNDS:

- a) The Project Description for this Agreement is outlined in Attachment C. The Grantee hereby agrees to complete that Project Description and shall use the Award funding provided to achieve the goals and benchmarks set forth therein.
- b) Successful completion of the Project will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c) The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the Project.
- d) All requirements listed in the Project application for eligibility and required attachments are incorporated here by reference, though not attached hereto.
- e) The Project shall be completed on or before the Contract termination date.
- f) The Grantee agrees that the Project referenced in this Contract shall not be converted to other than public use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the Project developed with the Off-Highway Vehicle Recreation funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and all costs, fees, permits, due diligence costs, attorney fees, and other expenses in converting the use will be paid by the Grantee.
- g) The Grantee shall maintain or ensure appropriate maintenance, as determined by the State in its sole discretion, of all facilities and property covered by this Contract in a safe, usable, and attractive condition. The Project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed under this Contract on lands legally owned by the Grantee.
- h) The Grantee shall provide evidence that the Project has county, city, state, federal, or tribal approval and endorsement. In addition:
 - a. A contract must be signed with the party who will maintain the Project for at least the next five (5) years; and
 - b. Any assets purchased with this Award must be used for their intended purpose for a minimum of ten (10) years, or the life of the asset, and may not be sold or transferred to another entity.

The State reserves the right to request updated documentation and proof of continued support and maintenance contracts, or any other documents related to the Project at any time. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) of any change in the contract or endorsement status. **Loss of endorsement or maintenance contract may constitute an event of default and result in a clawback of the Award**.

- i) If a Project, or any part of the Project, is located on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from, or any violation of, Federal regulations shall constitute an event of default and result in the recapture of the Award. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) in the event that approval of the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j) All property on which Off-Highway Vehicle Recreation funded projects are located must be owned by, or under the control of, the Grantee or entity that has partnered with the Grantee, and any partnership must be approved by the State. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public a right-of-way across the private property. This should be documented with a Grant of Easement and Right-of-Way, which must be filed with the County in which the real property is located. Proof of property ownership and all contracts, agreements, forms or other information pertinent to the property shall be provided to the State for approval before completion of the Project. Lack of proof shall constitute an event of default and may result in the clawback of the Award and cancellation of the Project.
- k) The Project must have endorsement from any affected local, Federal, or State entities, including a statement that the Project shall meet the requirements of Utah Code § 41-22-19 and Admin R.650-301. The statement shall specify how the Project meets one or more of those requirements, such as by providing for off-highway vehicle needs and facilities, or off-highway vehicle access or travel, and enjoyment and

admiration of the outdoors. These requirements can be fulfilled by the endorsement provided in the Grantee's Project application. If the status of the endorsement changes, the Grantee shall provide reasonable notice (as set forth in Attachments A and B) of such change to the State. The State reserves the right to clawback the Award if the endorsement is rescinded.

- l) The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species, such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the Project in a way that is current with all DWR regulations and requirements. If the Project is found to be in violation of any regulation regarding the management of species within the Project, it shall constitute an event of default and may result in the clawback of the grant funds.
- m) All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State by providing reasonable notice (as set forth in Attachments A and B). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the Project. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this Agreement. If a fee is found to be prohibitive to public access, the Grantee shall have thirty (30) days to change the fee to be reasonable, in the sole discretion of the State. Grantee's failure to comply with this term will constitute an event of default, and the State may clawback the Award.
- n) The Grantee shall notify the State of the public opening date. Upon the public opening of the Project, the Grantee shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include, but is not limited to, a grand opening ceremony, press release to the local media, social media postings, or in any other manner, as determined by the State, to appropriately promote the public use of the Project.

2. NATURE OF ENTITY:

- a) The Grantee affirms that it is a political subdivision of the State, Federal agency, State agency, or an Organized user group as defined in Admin R650-301-4 (Eligible Entities) of the Utah Code, and is physically located within the State of Utah.
- b) The Grantee affirms that it is not a for-profit entity: for-profit entities may not receive Off-Highway Vehicle Recreation funding.

3. REPORTING:

- a) Reports shall be provided by the Grantee to the State at least every twelve (12) months, and no later than sixty (60) days after the Contract termination date in the Agreement. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the Project outlined in Attachment C;
 - ii. A brief synopsis of the work completed in the previous twelve months; and
 - iii. An outline of the work anticipated to be completed in the next six to twelve months.

Notwithstanding the above, Grantee must also comply with the reporting requirements set forth in Admin R650-301-8, and as otherwise required by the State, in its sole discretion.

4. FUNDING UPFRONT:

- a) The Awardee shall not receive any of the Award Amount until this Contract is fully signed and executed.
- b) Up to 75% of the Award Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's Project. These upfront funds must be spent, and documentation submitted to the State documenting the same, before the State will consider providing the final 25% of the Award. Under Admin R650-301-8, the State will withhold the final 25% of Award until final completion of the Project, and receipt of any required documentation of the Project's completion, as set forth below. In addition, in order to receive upfront funding, Grantee must submit:
 - i) A Project timeline showing expenditures of a portion of the Award Amount in six- or twelve-month increments;
 - ii) A Project budget showing the expenditure of upfront funds, such as bids, quotes or other documentation showing the need for upfront funding; and
 - iii) Any other documentation required by Utah statute, rule or Division of Outdoor Recreation policy, or requested by the State that is pertinent to the Award.

The remaining 25% of funds may only be disbursed upon the completion of the Grantee's Project, a final on-site inspection (if applicable), and submission of the Final Report, in addition to any other documentation required or requested by the State.

- c) In no event shall payments from the State to the Grantee exceed the sum of the Award.
- d) All funds must be spent by the Grantee within the Scope of Work of the Grantee's Project.
- e) The Grantee must provide matching funds as listed under Section 5 of this Agreement.
- f) A portion of the Grantee's required matching funds may be paid in cash, or
- g) A portion of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. The in-kind donation is approved in advance by the State; and
 - ii. The in-kind donation is for services or materials that are directly related to the Grantee's Project, as defined in the Project Description (Attachment C).

5. REIMBURSEMENT REQUESTS:

- a) Reimbursement requests must be received by the State within 60 days after the Contract termination date. Grantee may request a Project extension if completion of the Project will not meet the current Contract termination date, as set forth in the Agreement. **An amendment request must be submitted 60 days prior to the initial Contract termination date. All expenditures must be dated prior to the Contract termination date.**
- b) The following documentation shall, at a minimum, be provided upon the State's receipt of a final reimbursement request:
 - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the Project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the Project;
 - iii. Several photos to show the Project is complete;
 - iv. A final report with the description of the Project;
 - v. A description and an itemized report detailing the expenditure of the Award or the intended expenditure of any Award Amount that has not been spent;
 - vi. The Division's reimbursement request document, or a letter of request on Grantee's letterhead specifying the requested Award Amount; and
 - vii. Any additional documentation requested by the State.
- c) Requests shall be submitted electronically to the Grant Manager, Rachel Toker, at racheltoker@utah.gov. It is Grantee's sole obligation to ensure that any electronic messages or requests are received by the Grant Manager, and to retain documentation thereof. The Grantee shall document that the entirety of the Award received by the Grantee for this Project was spent on effectuating the completion of the Project.

6. SITE VISITS: The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the Project.

7. AUDIT:

- a) The Grantee shall allow State auditors to make audits and inspections of all records relating to this Project.
- b) The Grantee shall make available for audit and inspection the records of expenditures relating to this Project until all State audits are completed, or for a period of up to five (5) years from the termination date of this Contract, except that, for any assets purchased with the Award Amount, Grantee shall make available for audit and inspection the records showing that the asset is being used for its intended purpose for a minimum of ten (10) years, or the life of the asset, as the asset may not be sold or transferred to another entity.
- c) The Grantee shall refund to the State any portion of the Award spent that did not meet the requirements of this Contract, including any portion of the Award determined by audit to be ineligible under the Agreement, or in accordance with State or Federal law.
- d) The record retention schedule in this paragraph shall take precedence over that stated in Attachment A of this Agreement.

8. EVALUATION: The State reserves the right to conduct an independent evaluation of the use of the Award and the activities covered by this Contract, including achievement of goals and benchmarks, location of the

Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to conduct this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to, State evaluators, subject to reasonable notice (as set forth in Attachments A and B).

9. BREACH OF CONTRACT: The State reserves the right to demand a refund of the full amount of the Award, grant or a portion thereof, or to terminate this Contract and pay no further funds to Grantee, in the event that the Grantee breaches any of the terms of this Contract, or those in the documents incorporated by reference, but not attached.

10. ATTRIBUTION: The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the Project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the State .

11. ACCESS TO DATA: At the State's request, the Grantee shall allow the State access to data and information about the Project to assess progress and ensure that Award Funds are being spent on the Project specified within the Grantee's Project application.

12. STATE CONTACT PERSON/NOTICE: The State designates the Off-Highway Vehicle Grant Administrator of the Division of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

Unless otherwise specified in this Agreement, any requirement to provide notice to the State shall be in writing, by certified mail (return receipt requested) or by a similar service (such as UPS), which provides a notice of receipt documenting that the notice was delivered to the individual designated in paragraph 1 of the Agreement, at the address provided by the State, and signed for by the Off-Highway Vehicle Grant Administrator of the Division of Outdoor Recreation at the State, or their designee. It is Grantee's sole obligation to ensure that notice is received by the State and the State shall not be held liable for Grantee's failure to strictly comply with the notice requirements of this Agreement.

13. LICENSE TO PROMOTE: The Grantee gives to the State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its Project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications, presentations or other promotional material.

Attachment C: Project Description

The following was the Project description submitted:

San Juan County will use our maintenance equipment to repair the damaged areas in the Black Mesa Trail system. We will need to haul fill material to make it OHV's accessible for the novice rider. We will clear debris with our dozer and trail cat and add material as needed. We plan to have this project completed within 60 days of funding.

Attachment D: Budget

OHV RECREATION (OHVR) GRANT APPLICATION BUDGET

Project Name: SJC Trail Maintenance

Organization: San Juan County

SECTION 1 - BUDGET BREAKDOWN

Line #	Budget Item Description	Intended Vendor	Qty	Price per Item	Total Cost
1	Dozer	SJC	60.0	\$ 121.95	\$ 7,317.00
2	Trail Dozer	SJC	200.0	\$ 121.95	\$ 24,390.00
3	Pick Up Truck (2)	SJC	40.0	\$ 28.87	\$ 1,154.80
4	FT Trail Crew (4 Employees)	SJC	350.0	\$ 45.00	\$ 25,750.00
5	Dually Truck	SJC	20.0	\$ 28.87	\$ 577.40
6	Gooseneck Trailer	SJC	20.0	\$ 7.50	\$ 150.00
7	Transport	SJC	10.0	\$ 82.00	\$ 820.00
8	Transport trailer	SJC	10.0	\$ 13.20	\$ 132.00
9	Culvert 18/24 inch	SJC	200.0	\$ 45.00	\$ 9,000.00
10	Backhoe	SJC	40.0	\$ 48.63	\$ 1,945.20
11	Backhoe truck and trailer	SJC	10.0	\$ 82.00	\$ 820.00
12	Culvert bedding material	SJC	48.0	\$ 10.80	\$ 518.40
13	Dump Truck	SJC	15.0	\$ 82.00	\$ 1,230.00
					\$ -
				Total:	\$ 73,804.80

SECTION 2: BREAKDOWN OF FUNDING - REQUIRED

OHVR Funds	Applicant Cash	Applicant In-Kind	Partner Cash / In-Kind	Total Cost	Cost Category
\$ 4,878.00		\$ 2,439.00		\$ 7,317.00	
\$ 24,390.00				\$ 24,390.00	
		\$ 1,154.80		\$ 1,154.80	
\$ 25,750.00				\$ 25,750.00	
		\$ 577.40		\$ 577.40	
		\$ 150.00		\$ 150.00	
		\$ 820.00		\$ 820.00	
		\$ 132.00		\$ 132.00	
\$ 9,000.00				\$ 9,000.00	
		\$ 1,945.20		\$ 1,945.20	
		\$ 820.00		\$ 820.00	
		\$ 518.40		\$ 518.40	
		\$ 1,230.00		\$ 1,230.00	
				\$ -	
< should match >			Total:	\$ 73,804.80	

Please provide any notes or info you would like us to be aware of regarding this budget when reviewing:

TOTALS

OHVR Funds Requested	\$ 64,018.00
Applicant's Match (Cash & In-Kind)	\$ 9,786.80
Partner's Match	\$ -
Total Project Cost	\$ 73,804.80
Match %	13%

Please follow these steps to complete the grant budget:

1. List the items you plan to use/purchase for the project, including quantity and price.
2. The total cost in Section 1 will be calculated automatically.
3. In Section 2, provide details on funding sources and the contribution from each entity.
4. Ensure that the 'Total Cost' amounts match in both categories.
5. The bottom totals will also be automatically calculated.

A max 10% contingency for equipment & materials can be added as a separate budget item under OHVR Grant request.

Additional Notes:

- The current volunteer rate in Utah is \$33.46/hour.
- Section 2 – Applicant Cash: Include cash, employee wages, other grants, taxes, and shipping & handling costs.
- Applicant In-Kind: Include donated equipment, tools, materials, and volunteer labor.
- Cost Categories 1-5 are match funds; 6-8 are OHVR request funds.
- Personnel can be either match or OHVR.