

STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Off-Highway Vehicle Recreation (OHVR) Grant FY23 Q2 – Spring

Weber County Sheriff's Search and Rescue Response Vehicle

1. CONTRACTING PARTIES: This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State

Department of Natural Resources

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 Grantee:

Weber County Sheriff's Office Search and Rescue

1400 S Depot Drive

Ogden, UT 84404

FEIN:

Contact Person: Kyley Slater

Phone No: 801-778-6625

Email: kwslater@webercountyutah.gov

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to award funding for Weber County Sheriff's Search and Rescue Response Vehicle. This contract provides terms and conditions under which the Grantee may obtain and maintain eligibility for Off-Highway Vehicle Recreation funding.

3. AUTHORITY: This contract is entered pursuant to the State's authority to administer funds under Utah Code § 41-22-19 and Utah Administrative Code R651-301.

4. CONTRACT PERIOD:

This contract is executed as of the date of the last signature and is effective through September 30, 2025, 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 \$43,970.98. The Grantee agrees to meet a match of at least 50% of the grant amount.

Fund: 1000 Department: 560 Unit: 8641 Appropriation: RSQ

Object: 7501 Program: COHVTAX Commodity Code: 99999

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 – Scope of Work

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 41-22-19 and Utah Administrative Code R651-301, and the 2023 funding application, APP-002724, documents submitted into Salesforce for this project.

8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is 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 contract.

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

Weber County Sheriff’s Office Search and Rescue

Signature: _____

Name: _____

Title: _____

Date: _____

State of Utah - Division of Outdoor Recreation

Signature: _____

Name: Tara McKee

Title: Associate Dir., Grants & Planning

Date: _____

Reviewed and Processed - Division of Finance

Signature: _____

Date: _____

Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. “**Grant Money**” means money derived from State off-highway vehicle fees that are owned, held, or administered by the State.
3. “**Grantee**” means the individual or entity receiving Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
4. “**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.
5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. “**Subgrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, 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 Contract, including Grantee’s manufacturers, distributors, and suppliers.

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. The 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 acts performed under this Contract 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 Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. Grantee shall retain these records 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 Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.

5. **INDEPENDENT CAPACITY:** 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 of Utah agency effectuating this Contract.

6. **INDEMNITY:** The State is a governmental entity 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 by the State of any 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 the State 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 lawsuits brought against it. There are no indemnity obligations between these parties.

7. **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 discrimination of any kind by any of Grantee’s employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract. Amendment requests must be submitted three weeks **before** the current expiration date.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract 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 Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract 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 Contract, or (ii) that a change in available funds affects the State’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.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any Subgrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract 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 Contract, 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 non-protected portions of 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 Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of the 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 Contract 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 Contract or in violation of the law, or paid in excess of what is owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract 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.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and subgrantees of the obligations set forth in this Contract; (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. Upon termination or expiration of this Contract 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 Contract.

17. **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.

18. **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.

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

20. **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) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in 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 limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

21. **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 or defect in the Services that has not been cured.

22. **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.

23. **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.

Attachment B: Off-Highway Vehicle Recreation Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work 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 application for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project pursuant to 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 will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State 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 kept 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 pursuant to 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. A contract must be signed with the party who will maintain the project for at least the next five (5) years. Any assets purchased with this funding must be used for its 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 at any time. The Grantee shall give the State reasonable notice 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 recapture of the grant funds.
- i. If a trail project is 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 grant funds. The Grantee shall give the State reasonable notice in the event that approval for 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 (e.g., local government or conservancy) or public agency that has partnered with the Grantee. 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 right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The project must have endorsement from the local, federal, or state entities stating that the project will provide for off-highway vehicle needs and facilities access to, travel within, and enjoyment and admiration of the outdoors. The project shall meet the qualifications of Utah Code § 41-22-19. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- 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 the 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 recapture of the grant funds.
- m. 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. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. 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 or this will constitute an event of default and the State may recapture the grant funds.

- n. The Grantee shall notify the State of the public opening date, and 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 or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, federal government, state government, or nonprofit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee 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. 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.

4. FUNDING UPFRONT:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be awarded upfront prior to full completion of the Grantee's project.
 - i. Project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
 - ii. Project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bid or quotes showing the need for upfront funding.
 - iii. Within six months of receipt of 75% of contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
 - iv. The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site inspection (if applicable), and submission of the Final Report.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds must be spent by the Grantee within the scope of the Grantee's project.
- e. The Grantee must provide matching funds as listed under Page 1, section 5 of the project's eligible costs.
- f. A portion of the Grantee's required matching funds may be paid in cash.
- g. Or, a portion of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. Approved in advance by the State.
 - ii. The in-kind donation is for services or materials that are directly related to the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests must be received by the State within 60 days after the contract termination date. Grantee's may request a project extension if completion of the project will not meet the current contract expiration. An amendment request must be submitted 60 days prior to the initial contract expiration date. All expenditures must be dated prior to the contract expiration date.
- b. The following documentation shall, at minimum, be provided upon final reimbursement request, and additional documentation may be required by the State:
 - 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 and other data requested by the State.
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent.
 - vi. The grant program's provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
- c. Requests shall be submitted to the State electronically, to the Grant Manager, Rachel Toker, racheltokerk@utah.gov. The Grantee shall document that all the grant money received by the Grantee for this project was spent on efforts towards 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 Grant.
- b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
- c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. EVALUATION: The State reserves the right to conduct an independent evaluation of the use of the grant funding 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.

9. BREACH OF CONTRACT: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in 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 division.

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 grant funding is being spent on the project specified within the Grantee's project proposal.

12. STATE CONTACT PERSON: 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.

13. LICENSE TO PROMOTE: The Grantee gives to 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 or presentations.

Attachment C: Scope of Work

To obtain a UTV for a rapid response to OHV and Snowmobile incidents in Weber County. This equipment will primarily benefit the recreationists in the Monte Cristo Recreation complex and other areas of Weber County. This equipment will allow us to respond rapidly to the backcountry areas to transport personnel and equipment as well as victims from the scene back to the trailhead for further treatment.