

COMMISSION MEETING

PACKET

DATE:

May 12, 2026

NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, May 12, 2026** at the hour of **10:00 A.M.**

*The Commission Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

View Online www.kane.utah.gov/publicmeetings or Dial: (US) +1 240-394-8436 – PIN: 821 151 844#

CALL MEETING TO ORDER
WELCOME
INVOCATION
PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

CONSENT AGENDA:

Check Edit Report: April 29, 2026-\$161,556.37 and May 6, 2026-\$343,504.51

Approval of: Commission Meeting Minutes for April 28, 2026

REGULAR SESSION:

1. **VOCA Grant Update by Devin Shakespear / Commissioner Kubeja**
2. **Alexander Larsen, (County Fire Warden), Updates Regarding HB41 and its Impacts on HB48 / Full Commission**
3. **Discuss/Action: Danon Hulet, (FFSL Southwest Area Manager), Presentation of Warden Agreement and CWS Cooperative Agreement for Signing by Commission / Commissioner Kubeja**
4. **Kane County Ordinance No. O 2026-09 An Ordinance Revising Kane County Land Use Ordinance Title 9 Roof Heights and Amending References from Utah Code Title 17, Chapter 27A to Title 17, Chapter 79, Within Chapter 1 of the Kane County Land Use Ordinance / Commissioner Brown**

5. **Discuss/Action: State of Utah Contract with the Division of Outdoor Recreation for the Off-Highway Vehicle Recreation (OHVR) Grant / Commissioner Meyeres**
6. **Discuss/Action: Cedar Mountain Trails Maintenance Agreement / Full Commission**
7. **Discuss/Action: Identify Source of Necessary Funding for Completion of Skutumpah/Johnson Canyon and Mountain View Road Projects / Commissioner Meyeres**
8. **Financial Update-Chameill Lamb / Full Commission**
9. **Review of Legislative Issues / Full Commission**
10. **Commissioner Report on Assignments / Full Commission**
11. **Kane County Youth Coalition CADCA Conference Report from Youth Leaders-Jenna Corry / Commissioner Kubeja**

Closed Session:

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

CONSENT AGENDA

Approval of:

Check Edit Report: April 29, 2026-\$161,556.37 and May
6, 2026-\$343,504.51

Commission Meeting Minutes for April 28, 2026

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
April 28, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Gwen Brown, Commissioner Patty Kubeja (Online), and Commissioner Celeste Meyeres (Online)

Other County Officials in Attendance: Attorney Jeff Stott, Clerk/Auditor Chameill Lamb, Shannon McBride, and Taylor Glover

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

MOMENT OF SILENCE: Commissioner Brown

PLEDGE OF ALLEGIANCE: Chameill Lamb

PUBLIC COMMENT:

No public comment.

CONSENT AGENDA:

Check Edit Report: April 15, 2026-\$800,632.92 and April 22, 2026-\$107,832.22

Approval of: Commission Meeting Minutes for April 14, 2026

Motion to accept the Consent Agenda, which includes the Check Edit Report from April 15, 2026-\$800,632.92 and April 22, 2026-\$107,832.22 and the Commission Meeting Minutes for April 14, 2026 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. Review of Proposed Development Agreement Regarding the Old Fort Ranch Property at Parcels 4-7-2-1 and 4-7-3-1A / Commissioner Brown

The commission reviewed the proposed development agreement with Greg Wyatt, the applicant, for the Old Fort Ranch property (parcels 4-7-2-1 and 4-7-3-1A). The immediate purpose of the discussion was to gain an indication of support from the county commissioners for the document before it returns to Planning and Zoning on May 13th. The discussion was informal and non-binding, aiming to get the document into an acceptable form for further review by Kanab City and P&Z before it returns to the county commission.

Attorney Stott and the commission came up with some suggested changes. The first one was striking Section 3.10 and that the annexation new language would be removed. Then they would change the language about transferring, so that the applicant can transfer to a third party after the hotel occupancy permit is issued, and include that there needs to be notice if there is a transfer. Lastly, the mediation language would change so that it would be split if both sides agreed to the mediation.

Commissioner Brown gave an informal vote to have Attorney Stott clean the agreement up with the changes talked about and then sending it to Greg Wyatt. Once Attorney Stott gets it back from Greg, he will send it to Kanab City to look over. All commissioners were in favor of this.

2. Kane County Ordinance No. O 2026-12 An Ordinance Revising Kane County Land Use Ordinance Title 9 Chapter 15 Conditional and Temporary Uses Section 5 Article A: Time Limit in the Kane County Land Use Ordinance / Commissioner Brown

Motion to approve new wording “Action authorized by a conditional use permit must commence within two years of the time the permit is issued. If the permit holder has not commenced action under the permit within this time, the permit shall expire and the holder must apply for a new permit. The Planning Commission shall grant extensions of up to one-year increments for good cause.” made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye
Commissioner Meyeres-aye

Motion to adjourn at 10:49 AM made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

AGENDA ITEMS

ITEM # 1

VOCA Grant Update by Devin Shakespear

ITEM # 2

Alexander Larsen, (County Fire Warden), Updates
Regarding HB41 and its Impacts on HB48

2026 Legislative Impacts to the High Risk WUI



The 2026 legislative session concluded with a number of significant modifications to the High Risk Wildland Urban Interface program. The program remains in effect, requiring the continued collaboration between the division and the counties.

H.B. 41 Provisions

- Utah adopts the 2024 edition of the International Wildland-Urban Interface Code.
- Local WUI-designated areas cannot be below a Smoothed Structure Exposure Score of 5 (found in UWRAP) without division approval.
- The date for counties to assess and collect the High Risk WUI fees is postponed to January 1, 2027.
- Counties may appeal the High Risk WUI Properties map released by the division within 30 days of release.

H.B. 215 Provisions

- The WUI Code supersedes any local land use regulation or policy (within the local WUI zone).



Impacts to Counties only

- Counties will no longer assess and collect the High Risk WUI fees in 2026.
- Counties may appeal to the division the High Risk WUI Properties map within 30 days of receiving a copy and explanation of the map by the division (by August 6th).

Impacts to Counties & Municipalities

- They must adopt the 2024 Utah WUI Code within 2 years.
- They must adjust their WUI zone (where they enforce the WUI code) to meet the Smoothed SES of 5 or above, or seek division approval if below that threshold.
- They must adjust any local land use regulations or policy that prohibits a land owner from complying with the WUI code (in locally WUI designated areas).

Impacts to the Division

- The division must provide a copy and explanation of the High Risk WUI Properties map to each county by August 6, 2026.
- The division will develop administrative rules related to the 2026 legislation.

These legislative changes do not delay any part of the High Risk WUI program other than fee collection. The lot assessment program continues unaffected, requiring collaboration between the counties and the division to identify affected property owners within the High Risk WUI boundary and provide them a lot assessment prior to the January 1, 2028 deadline.

ITEM # 3

Discuss/Action: Danon Hulet, (FFSL Southwest Area Manager), Presentation of Warden Agreement and CWS Cooperative Agreement for Signing by Commission

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and _____ KANE COUNTY (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R652-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.
- F. The Participating Entity has a designated fire warden and has entered into a County Warden Agreement. *See Exhibit A.*

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. “Catastrophic Wildfire” means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. “Cooperative Agreement” means the same as the term is defined in Utah Administrative Code R652.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. “Director” means the division director of FFSL.
9. “Eligible Entity” means the same as the term is defined in Utah Code Section 65A-8-203.
10. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
11. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
 - a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
 - b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
 - c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
 - d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
 - a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
 - b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
 - a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal (“UWRAP”).
- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity’s first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. With the Director’s approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
- f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity’s Participation Commitment at any time.
- e. FFSL may reject records related to the Participating Entity’s Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity’s signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the “Risk Assessment”), conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in the Participating Entity’s jurisdiction, pursuant to Utah Administrative Code R652-122.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity’s

jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Administrative Code R652 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202-202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildland fire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
 - d. The decision of the Director, after consultation with local authorities.

2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.
3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).
2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating

- Entity's outstanding obligation before it may credit the expenditures and actions toward the current obligation;
- c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and
 - d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
 5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.

6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.
7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.

5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See Exhibit B.*
7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is 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.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following 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 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity 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 FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, including all Exhibits—namely the County Fire Warden Agreement and the Wildland Urban Interface Agreement—constitute an integration and form the entire agreement between the Parties, and supersede any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature Name Date

State Forester/Division Director Signature Name Date

PARTICIPATING ENTITY

Chief Executive Signature Name Date

**APPROVED AS TO FORM
UTAH ATTORNEY GENERAL'S OFFICE**


Connor Arrington (Jan 15, 2026 13:28:38 MST) Connor Arrington 01/15/2026
Assistant Attorney General Signature Name Date

**COUNTY FIRE WARDEN AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
KANE COUNTY**

This agreement is ancillary to the Cooperative Agreement Between the Utah Division of Forestry, Fire and State Lands and Kane County (“Cooperative Agreement”). This agreement is required for counties participating directly as a “participating entity” or indirectly through another “eligible entity” (e.g., fire district) in the Division of Forestry, Fire and State Lands (“FFSL”) wildland fire management system, pursuant to Utah Code § 65A-8-209.1 (as amended, effective May 4, 2022). This agreement is required for any county with unincorporated private land within the jurisdictional authority of any eligible entity that has entered into a Cooperative Agreement with FFSL. This agreement revokes and replaces any previous warden agreements between the parties. This agreement shall be effective as of the date of the final signature of this agreement, and will remain in effect until the expiration of the Cooperative Agreement. The Cooperative Agreement is incorporated and fully integrated to this agreement by reference.

For the purpose of cooperatively hiring, employing, supervising and compensating a county fire warden, FFSL and Kane County (“County”) hereby agree:

A. FFSL WILL:

1. Employ a full-time fire warden, unless exempted in Utah Code § 65A-8-209.1(4)(b)(2022).
2. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
3. Pay a portion of the fire warden’s compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(2022). All on-call time will be paid by FFSL.
4. Invoice the County for the County’s portion of the costs for the fire warden, assistant fire warden, other seasonal employees, and other related expenses for program support after the conclusion of the State fiscal year (June 30) as outlined in Appendix A.
5. Invoice the County for the costs for the fire warden, assistant fire warden, and other seasonal employees for time spent on non-delegated fires within the county excluding non-delegated fires on federal land or state land.

6. Hold the fire warden accountable for meeting the written objectives in their annual Performance Management Contract (“PMC”) developed in cooperation with the County or participating entity and overseen by their FFSL supervisor.
7. Provide and maintain at State expense a vehicle, auxiliary tools, and equipment appropriate for use in wildland fire suppression and associated activities during the statutory closed fire season (see Utah Code § 65A-8-211(2022)).

B. THE COUNTY WILL:

1. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
2. Pay a portion of the fire warden’s compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(a)(2022). The County’s portion of the fire warden’s compensation may increase annually, subject to the requirements in Utah Code § 65A-8-209.1(3)(b)(2022).
3. Pay for a portion of assistant fire warden and other seasonal employees as outlined in Appendix A. Assistant fire warden and other seasonal employees’ time spent on assignments will be billed to the appropriate financial code by jurisdiction.
4. Pay invoices from FFSL within 30 days following the date of invoice.
5. Provide program support, as outlined in Appendix A, as negotiated. Program support may include:
 - a. Training;
 - b. Travel;
 - c. Winter vehicle;
 - d. Office spaces, computer, phone and office supplies;
 - e. Fire prevention activities and or materials; and
 - f. Other items as applicable.
6. Participate in developing the fire warden’s annual Performance Management Contract (“PMC”), and provide feedback to FFSL with regards to the PMC for purposes of the fire warden’s annual evaluation. The county shall designate a representative on Appendix A as point of contact for developing the PMC and providing feedback in accordance with this subsection.
7. Ensure cooperative support for the fire warden and wildland fire program from the offices of county sheriff, emergency management director, and other County departments or corresponding offices within a participating entity.

C. IT IS MUTUALLY AGREED:

1. The local fire chief having jurisdictional authority is the official representative in structural, personal property and other non-wildland fire protection matters. FFSL will assume no responsibility for suppressing structural, vehicle, landfill or other types of non-wildland fire anywhere in the County or participating entity.
2. The qualifications of a fire warden are:
 - a. NWCG Single Resource Boss.
 - b. NWCG Type 4 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
3. The qualifications of an assistant fire warden are:
 - a. NWCG Single Resource Boss.
 - b. NWCG Type 5 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
4. If a qualified candidate for fire warden or assistant fire warden is not found, an "under-qualified" candidate may be hired if the County, FFSL area manager, fire management officer, and FFSL State fire management officer agree.
5. The county and FFSL shall review and update Appendix A annually. Appendix A is incorporated and fully integrated to this agreement by reference.
6. Any dispute arising from this agreement shall be resolved pursuant to the procedures outlined in the Cooperative Agreement.
7. Pursuant to Utah Code 65A-8-209.1(2)(b)-(c), the County is participating in a cost-share agreement with _____ County [and _____ County].]

Kane County:

Name/Title

Signature

Date

Division of Forestry, Fire and State Lands; Southwest Area Office:

Name/Title

Signature



Date

Division of Forestry, Fire and State Lands; State Office:

Name/Title

Signature

Date

Approved as form:

Name/Assistant Attorney General

Signature

Date



APPENDIX A TO COUNTY FIRE WARDEN AGREEMENT

A. Introduction and Preliminary Matters

1. Appendix A is entered into between The Utah Division of Forestry, Fire, and State Lands and Garfield County, and is supplemental to the County Fire Warden Agreement. The County Fire Warden Agreement is incorporated and fully integrated into this Appendix by reference.
2. The point of contact from the County to participate in developing the fire warden's annual Performance Management Contract, and to provide feedback to FFSL is:

Name/Title	Phone	E-mail
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B. Support Budget

	Utah Division of Forestry, Fire and State Lands 1594 West North Temple, Suite 3520 P.O. Box 145703 Salt Lake City, UT 84114-5703			
WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN KANE COUNTY AND UTAH DIVISION OF FORESTRY, FIRE, & STATE LANDS				
	Professional/Technical	2025 APPROVED	2026 REQUEST	2026 APPROVED
	Fire Warden Salary		\$39,591	\$39,591
	Assistant Fire Warden Salary		\$29,956	\$29,956
	Firefighter Salary		\$10,000	\$10,000
	Program Support			
	Travel	\$500	\$500	\$500
	Equipment & Supplies	\$500	\$500	\$500
	Fire Tools	\$500	\$500	\$500
	Training	\$700	\$700	\$700
	Cell Phones	\$800	\$800	\$800
	Engine Mileage	\$2,500	\$2,500	\$2,500
	CPI 2026		\$2,495	\$2,495
	TOTALS	\$5,500	\$87,542	\$87,542



Utah Division of Forestry, Fire and State Lands
 1594 West North Temple, Suite 3520
 P.O. Box 145703
 Salt Lake City, UT 84114-5703



WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN KANE COUNTY AND UTAH DIVISION OF FORESTRY, FIRE, & STATE LANDS

	Professional/Technical	2025 APPROVED	2026 REQUEST	2026 APPROVED
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	Fire Tools	\$500	\$500	\$500
	Training	\$700	\$700	\$700
	Cell Phones		\$800	\$800
	Engine Mileage	\$2,500	\$2,500	\$2,500
	2026 CPI		\$2,495	\$2,495
	TOTALS	\$4,700	\$87,542	\$87,542

Utah Division of Forestry, Fire and State Lands

 Print Name and Title

 Signature

 Date

Official County Representative

 Print Name and Title

 Signature

 Date

ITEM # 4

**Kane County Ordinance No. O 2026-09 An Ordinance
Revising Kane County Land Use Ordinance Title 9
Roof Heights and Amending References from Utah
Code Title 17, Chapter 27A to Title 17, Chapter 79,
Within Chapter 1 of the Kane County Land Use
Ordinance**

KANE COUNTY ORDINANCE NO. O 2026-09

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
TITLE 9 ROOF HEIGHTS AND AMENDING REFERENCES FROM UTAH CODE
TITLE 17, CHAPTER 27A TO TITLE 17, CHAPTER 79, WITHIN CHAPTER 1 OF THE
KANE COUNTY LAND USE ORDINANCE**

WHEREAS, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 7 Roof Heights 9-7A-4, 9-7B-4 and 9-7C-4; and

WHEREAS, the Utah State Legislature renumbered the County Land Use Development, and Management Act from Utah Code Title 17, Chapter 27a to Utah Code Title 17, Chapter 79, effective November 6, 2025; and

WHEREAS, the renumbering requires updates to statutory references throughout the Kane County Land Use Ordinance and associated applications and documents; and

WHEREAS, due to the comprehensive number of references to Utah Code Title 17, Chapter 27a, it is necessary to adopt a uniform interpretive provision to ensure continuity and accuracy in statutory citations; and

WHEREAS, it is the intent of this Ordinance to maintain consistency with current Utah law and to ensure that all statutory references remain valid and enforceable notwithstanding the renumbering by the Utah State Legislature; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Kane County Land Use Ordinance with additional changes and other modifications; and

WHEREAS, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-79-1-10; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-79-101 et. al., and §17-79-201 & 205; and

WHEREAS, any reference within the Kane County Land Use Ordinance, related applications, forms, resolutions, permits, or other official county land use documents to “Utah Code Title 17, Chapter 27a” shall be deemed and construed to refer to “Utah Code Title 17, Chapter 79, Parts 1 through 10,” whether or not such reference has been specifically amended within the text.

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,
STATE OF UTAH, ORDAINS AS FOLLOWS:**

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 1 General Provisions, Article 3 Intent and Purpose and Chapters 5, 6, 7, 10, 20 and 24 Roof Height Regulations is amended to read as follows and Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

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Rural Zones

9-5C-3: HEIGHT REGULATIONS:

A building erected to a height greater than thirty five feet (35') requires a conditional use permit. (Ord. O-2023-03, 1-24-2023)

9-5C-6: USES TABLE:

Building with a height greater than 35 feet (Conditional Use)

Residential Zones

9-6A-3: HEIGHT REGULATIONS:

A building erected to a height greater than thirty five feet (35') requires a conditional use permit. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-6A-6: USES TABLE:

Building with a height greater than 35 feet (conditional).

Multi-Residential

9-6B-2: CONDITIONS:

E. Building Height: Buildings with a height over thirty five feet (35') need a conditional use permit.

C1-Zone

9-7B-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than thirty five feet (35'), unless otherwise approved through a conditional use permit.

Light Commercial Zone

9-7A-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than thirty five feet (35'), unless otherwise approved through a conditional use permit

C2-Zone

9-7C-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than forty five feet (45'), unless otherwise approved by the planning commission through a Conditional Use Permit. (Ord. O-2022-42, 7-26-2022)

Manufacturing

9-8-2: HEIGHT REGULATIONS:

None, except that within one hundred feet (100') of the boundary of any adjoining zone, no building shall exceed the height for the main buildings in such adjoining zone. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

Supplemental regulations

9-10-10: ADDITIONAL HEIGHT ALLOWED:

Public or quasi-public utility buildings, when authorized in a zone may be erected to a height greater than the zone height limit by a conditional use permit. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-10-11: EXCEPTIONS TO HEIGHT LIMITATIONS:

Height regulations may be increased by a conditional use permit for permitted public, quasi-public, agriculture, manufacturing or industrial uses if approved by the Land Use Authority.

Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, windmills, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limits herein prescribed subject to a conditional use permit but no space above the height limit shall be allowed for purposes of providing additional floor space. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-20-9: MULTI-RESIDENTIAL DEVELOPMENT STANDARDS (for PUD):

G. Height Restrictions: No building shall be erected to a height greater than thirty five feet (35') unless specifically approved as part of the zone change approval.

9-24-3: REGULATIONS AND DESIGN STANDARDS; SOLAR POWER PLANT:

A solar power plant shall comply with the regulations and design standards set forth below:

—A. Permitted Locations: A solar power plant is not allowed in any residential zone.

—B. Height: Height will be established through the conditional use permit process.

9-10-10 BUILDING HEIGHTS

In all zones, no building shall be constructed above a height of thirty-five (35) feet. Forty-nine (49) feet maximum height shall be allowed for a pitched roof design as long as additional feet are in the attic and is not habitable.

Building Height Calculation: The height of a building or structure is the vertical dimension measured from the highest point on the exterior of the building or structure to the nearest point of finished grade. For purposes of measuring height, finished grade shall mean the highest grade within five (5) feet of the structure or wall of the building, which has a grading and/or drainage plan approved. The term "finished grade" may also mean natural grade when no terrain alteration is proposed, or where otherwise applicable. Fill which is not necessary to achieve positive

drainage or slope stabilization, or which is otherwise proposed clearly to raise the finished floor elevations(s) for any other purpose, shall not be considered finished grade.

On sloping building sites, the height of the building or structure facing the downhill side, as measured from the highest point of the building or structure to the lowest point of finished grade on the downhill side, may be up to 125% of maximum height.

9-10-11: EXCEPTIONS TO HEIGHT LIMITATIONS:

The following are exceptions to the building height limitations: steeples, flagpoles, chimneys, weathervanes, statues, water tanks, and signs up to 2 feet in width. Additionally, for Non-Residential Zones, communication antennas and FAA required lighting. All height exceptions listed in this section are subject to a conditional use permit.

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9-1-3: INTENT AND PURPOSE:

It is the intent and purpose of the board of county commissioners of Kane County, state of Utah, to avail itself of the powers granted under Utah state code section ~~17-27a-101~~ 17-79 101 et al., the county land use, development, and management act (CLUDMA), as amended, only in a manner that will promote the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Kane County as seems appropriate in a rural setting, to this end. Any reference within the Kane County Land Use Ordinance, related applications, forms, resolutions, permits, or other official county land use documents to “Utah Code Title 17, Chapter 27a” shall be deemed and construed to refer to “Utah Code Title 17, Chapter 79, Parts 1 through 10,” whether or not such reference has been specifically amended within the text.

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Section 2. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

Section 4. Publication and Notice.

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 14th day of April 2026.

Commissioner Brown voted: _____

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

ITEM # 5

Discuss/Action: State of Utah Contract with the
Division of Outdoor Recreation for the Off-Highway
Vehicle Recreation (OHVR) Grant

State Contract Number: 262357

Vendor Number: VC0000130073



STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Off-Highway Vehicle Recreation (OHVR) Grant
FY 2026, Quarter 2

Kane County Trail Maintenance Project

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

State of Utah
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:
Kane County
76 N Main
Kanab, UT 84741

FEIN: 87-6000300

Contact Person: Clayton Cutler
Email: ccutler@kane.utah.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to award funding for the Kane County Trail Maintenance Project as set forth in Attachment C: Scope of Work, as approved by the State (the "Project") 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 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/TERMINATION DATE:

This Contract is executed as of the date of the last signature and is effective through **September 30, 2028**, 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 **\$99,029.44** (the "Award"). The Grantee agrees to meet a match of at least 32% of the grant amount awarded.

Fund: 1000	Object: 7501
Department: 560	Program: COHVTAX
Unit: 8641	Commodity Code: 99999
Appropriation: RSQ	

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A – Standard Terms and Conditions for Grants
Attachment B – Off-Highway Vehicle Recreation Grant-Specific Terms and Conditions
Attachment C – Scope of Work
Attachment D – Budget

Any conflicts between Attachment A and Attachment B shall be resolved in favor of Attachment B, unless otherwise prohibited under state law.

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 R650-301, the Salesforce funding application APP-005313, and all documentation submitted for this project, are hereby incorporated by reference to this Contract

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.

9. USE OF GRANT MONIES

In signing this Contract Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all grant monies in furtherance of the Project set out in the Project proposal as approved by the State, and in a way that is consistent with the Scope of Work 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 grant monies may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or grants, even if those projects or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of grant monies 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 grant monies and to take any other legal action that the State, at its sole discretion, determines to be necessary to ensure grant monies 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**

Kane County

Signature:  _____
Patrick Morrison (Apr 14, 2026 12:28:20 MDT)

Signature:  _____

Name: Patrick Morrison

Name: Clayton Cutler

Title: Recreation Program Director

Title: _____

Date: 04/14/2026

Date: 04/14/2026

**Division of Finance
Reviewed and Processed**

Date: 04/14/2026

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 Grantee 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" or "Subcontractor"** 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 ten (10) years after final payment of the Grant Award, or until all audits initiated within the ten (10) 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. **GRANTEE RESPONSIBILITY:** Grantee is solely responsible for fulfilling the Contract, with responsibility for all items delivered and/or performed as stated in this Contract. Grantee shall be the sole point of contact regarding all contractual matters. Grantee must incorporate Grantee's responsibilities under this Contract into every subcontract with its Subcontractors related to this Contract. Moreover, Grantee is responsible for its Subcontractors compliance under this Contract.
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:** Grantee agrees to abide by the following 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 2019-1, dated February 5, 2019, 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.
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 the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement, whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if the Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies required by the State and set forth in the Contract.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract

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 recognize 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:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah may remove any individual for a violation hereunder.

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 amended) or as otherwise permitted by Contract.

41. **DISPUTE RESOLUTION:** INTENTIONALLY OMITTED Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute."

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) the Contract; (ii) this Attachment A; (iii) Attachment B's additional terms and conditions, if any; (iv) any other attachment listed in the Contract; and (v) Grantee's additional 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:** Any work under the Contract shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar work, including the type, magnitude, and complexity of the work that is the subject of this Contract. Grantee shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS PERFORMANCE EVALUATION:** The State Entity reserves the right to perform checks, reviews, performance reviews, and/or comment upon the 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:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 3/26/2026)

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

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

- a) The Scope of Work for this Agreement is outlined in Attachment C. The Grantee hereby agrees to complete that Scope of Work and shall use the Award 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, although 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 another 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 for the State, 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:
 - i) A contract must be signed with the party who will maintain the Project for at least the next five (5) years; and
 - ii) 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 maintenance contract(s) 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 may 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 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 any other manner, as determined by the State, to appropriately promote the public's 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) 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.
- b) Notwithstanding the above, Grantee must also comply with the reporting requirements set forth in Admin R650-301-8, or as otherwise required or requested by the State.
- c) The failure to submit complete reports when requested by the State, whether before or after termination of the Contract, may result in clawback of the Award, in full or in part, regardless of whether the Project has been completed or not, in addition to any other remedies available under state or federal law.

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 within 3 months of receipt, 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 the Award until final completion of the Project, and receipt of any required documentation of the Project's

completion, as set forth below. In addition to the other requirements for this grant program, in order to receive upfront funding, the 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.
- c) 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.
 - d) In no event shall payments from the State to the Grantee exceed the sum of the Award.
 - e) All funds must be spent by the Grantee within the Scope of Work of the Grantee's Project.
 - f) The Grantee must provide matching funds as listed under Section 5 of this Agreement.
 - g) A portion of the Grantee's required matching funds may be paid in cash, or
 - h) 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 Scope of Work (Attachment C).

5. REIMBURSEMENT REQUESTS:

- a) Reimbursement requests must be received by the State within sixty (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. **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, even if submitted within sixty (60) days of the Contract's termination date. No reimbursement requests will be allowed if the Contract is allowed to expire without the Grantee extending the Contract termination date, by amendment, in writing, and as approved by the State. Any reimbursement submitted after the sixty (60) day grace period after the Contract's termination date may not be eligible for reimbursement in part, or in full, in the State's sole discretion.**
- 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 grant monies that have not been spent;
 - vi. The Division's reimbursement request document, or a letter of request on Grantee's letterhead specifying the requested Award; and
 - vii. Any additional documentation requested by the State.
- c) Requests shall be submitted electronically to the Grant Manager, Rachel Toker, at racheltok@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 ten (10) years from the termination date of this Contract. Additionally, for any assets purchased with the Award, 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 immediately 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.

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.

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 Contract.

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: Scope of Work

The following is the Project description submitted by Kane County:

Kane County has a large network of trails that are multi-use for residents, ranchers, and outdoor recreation users. Because of the popularity of these trails, they are heavily utilized by UTV's, 4x4 vehicles and other ranching traffic all year long. This has led to the trails becoming soft and rutted more and more frequently. These trails often times become very unsafe and have restricted access to vehicles other than UTV's.

The Trail Maintenance Project is going to focus on maintaining the most heavily used trails in the county first. We want to make sure that this effort will provide the greatest benefit to the largest number of users in our county.

Grant funds will be used to purchase a John Deere 5130M Tractor and a Black Widow arena drag to help accomplish this goal for these trails. We have previously used similar equipment on these routes, and it has proven very effective in keeping the roads level and passable. The tractor and drag were provided by a private entity; but the County would like to purchase this equipment so that we are able to provide consistent maintenance.

Our Goals and Objectives for the project include:

- Improving safety and accessibility on the high-use trails by reducing rutting and erosion.
- Maintain access for multiple user groups and extend the lifespan of these routes.

In the fall of 2024 and spring of 2025 Kane County took inventory of these routes with grant funds from the Utah Outdoor Recreation OHV program that helped purchase two side by sides. We identified the highest priority trails while meeting with locals and private business who use these trails. This inventory phase is nearly complete which allows us to purchase the equipment so that we can implement our regular maintenance plan for the trails.

The maintenance plan of operations will include:

- Dragging and leveling the soft sand sections.
- Breaking up ruts and evenly distributing the sand over the trails.
- Some compaction of the real sandy stretches.
- Continue to find the problem areas that have deep channeling.

The Black Widow drag will allow us to accomplish this as it has already proven to do a great job.

Attachment D: Budget

Note: Only red-outlined cells are editable. If prompted, the password is 1. Cells are locked to prevent changes to formatting and formulas.

Grant:	Project Name:	Applying Organization:
OHV Recreation (OHVR)	Trail Maintenance Project	Kane County



DETAILED LIST OF ANTICIPATED USE OF FUNDS

Step 1: Applicants must provide a detailed breakdown of their project expenses and explain how the requested grant funds will be used. Applicants must also describe their cash match and in-kind match contributions. **Utah's current volunteer rate is \$34.45**
 Refer to the Eligible Requests document within the application for allowable cash and in-kind match expenses.

1. CASH & IN-KIND DETAILED DESCRIPTION						This section is required and must clearly identify who is paying for each expense. Applications that do not complete this section will be returned for correction.						
Line #	Budget Item Description	Intended Vendor or Source of Fund	Quantity	Cost Per Unit	Total Cost	DOR Grant	Applicant Cash	Partner Cash	Applicant In-Kind	Partner In-Kind	Difference (should be 0)	
1	John Deere 5130M Tractor	DOR Grant	1.0	\$ 99,029.44	\$ 99,029.44	\$ 99,029.44					\$ -	
	Discount				\$ 27,931.38				\$ 27,931.38		\$ -	
2	Black Widow 9511 Drag	Kane County	1.0	\$ 9,150.00	\$ 9,150.00		\$ 9,150.00				\$ -	
3	Transportation and Labor	Kane County	190.0	\$ 50.00	\$ 9,500.00				\$ 9,500.00		\$ -	
4	Labor	ROAM	10.0	\$ 50.00	\$ 500.00					\$ 500.00	\$ -	
					\$ -					\$ -	\$ -	
					SUBTOTAL	\$ 146,110.82	\$ 99,029.44	\$ 9,150.00	\$ -	\$ 37,431.38	\$ 500.00	\$ -

OVERVIEW OF FUND SOURCES

Step 2: Amounts will auto-fill. Enter the funding source and the date you expect the funding to be secured for all cash and in-kind match contributions.

2. CASH OVERVIEW				
	Type of Funds	Source of Funds (Organization)	Estimated Date Secured	Total Cash Funding (\$)
Funds from the DOR grant, the applicant, and any additional project partners, including other grants	OHV Recreation Grant	Utah Division of Outdoor Recreation		\$ 99,029.44
	Applicant Cash	Kane County	3/3/2026	\$ 9,150.00
	Partner Cash			\$ -
	2nd Partner Cash			\$ -
	3rd Partner Cash			\$ -
	4th Partner Cash			\$ -
	TOTAL CASH FUNDING:			

3. IN-KIND OVERVIEW				
	Type of Funds	Source of Funds (Organization)	Estimated Date Secured	Total In-Kind Funding (\$)
Estimated value of volunteer labor, materials, equipment, property, or services provided by the applicant and/or project partners	Applicant In-Kind	Discount	3/3/2026	\$ 37,431.38
	Partner In-Kind	ROAM	3/3/2026	\$ -
	2nd Partner In-Kind			\$ -
	3rd Partner In-Kind			\$ 500.00
	4th Partner In-Kind			\$ -
TOTAL IN-KIND FUNDING:				\$ 37,931.38
TOTAL PROJECT VALUE				TOTAL PROJECT COST (DOR+Cash+In-Kind): \$ 146,110.82

4. INELIGIBLE PROJECT COSTS			
	Description	Source of Funds (Organization)	Cost
This section records pre-contract costs or ineligible matching funds. These amounts are not included in the total project cost but may demonstrate additional commitment to the project			
Do not include ineligible expenses in the application's total project cost			TOTAL INELIGIBLE: \$ -
TOTAL PROJECT COST + INELIGIBLE:			\$ 146,110.82

PROJECT FINANCIAL SUMMARY

Grant Funds Requested	\$ 99,029.44
Applicant Cash Match	\$ 9,150.00
Partner Cash Match	\$ -
Total Cash Match	\$ 9,150.00
Applicant In-Kind Match	\$ 37,431.38
Partner In-Kind Match	\$ 500.00
Total In-Kind Match	\$ 37,931.38
Total Project Cost	\$ 146,110.82

% Match	32%
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Please provide any notes or info you would like us to be aware of regarding this budget when reviewing:

In Kind costs are based off of what has been calculated in the past with ROAM Outdoor doing the labor with their own tractor and cost. They estimated to do 20 miles of trail took between 10-12 hours. They will initially complete 10 miles of trails (10 miles x \$50 hr = \$500). Kane County will dedicate time to initially drag 190 miles (190 miles x \$50 hr = \$9,500). This will be done from employees from the applying department (government affairs/public lands department). In kind costs are expected to be much higher initially because of transportation and training of running the equipment.

ITEM # 6

Discuss/Action: Cedar Mountain Trails Maintenance
Agreement

ITEM # 7

**Discuss/Action: Identify Source of Necessary Funding for
Completion of Skutumpah/Johnson Canyon and
Mountain View Road Projects**

ITEM # 8

Financial Update-Chameill Lamb

ITEM # 9

Review of Legislative Issues

ITEM # 10

Commissioner Report on Assignments

ITEM # 11

Kane County Youth Coalition CADCA Conference Report
from Youth Leaders-Jenna Corry