CONTRACT # 260268

STATE OF UTAH - CONTRACT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: **Utah Department of Cultural and Community Engagement (CCE)** Agency Code: 710 referred to as (STATE), and the following GRANTEE:

HOPE OF UTAH,

2351 GRANT AVE SUITE 102
Ogden, Utah 84401

Contact Person: Jamie Renda
Phone Number:
Email: [redacted]
Federal Tax ID # *****2354
Vendor # VC0000284073 Commodity Code #99999

LEGAL STATUS OF GRANTEE:

- ☐ Sole Proprietor
- ☒ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

2. GENERAL PURPOSE OF GRANT: The general purpose of this contract is to provide**: FY26 Legislative Appropriated Funds.**

3. GRANT PERIOD: Effective Date: **7/1/2025** Termination Date: **6/30/2026** unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any) N/A. All payments under this grant will be completed within 90 days after the Termination Date.

4. GRANT COSTS: GRANTEE will be paid a maximum of **$150000** for costs authorized by this grant. Additional information regarding costs: N/A **Funding amount is subject to change based upon actions of the Utah State Legislature**

5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Certification
ATTACHMENT E: Reporting Requirements
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant.

IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE Jamie D Renda	7/30/2025	STATE Tenielle Humphreys	7/30/2025
Grantee's signature	Date	Agency's signature	Date
Jamie D Renda Co-Founder		PROCESSED BY FINANCE	
Type or Print Name and Title		Division of Finance	

Attachment A: Standard Terms and Conditions for Grants (Nonprofit Organizations)

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

a. "**Contract**" means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.

b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.

c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.

d. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA)or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.

e. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).

f. "**Grant Money"** means money provided by the State to a Grantee.

g. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting, at least annually and no later than 60 days after all of the Grant Money is spent:

a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and

b. a final written itemized report when all the Grant Money is spent.

c. **NOTE: If the Grantee is a non-profit corporation**, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **INDEPENDENT GRANTEE:** 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.

7. **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 from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **NONAPPROPRIATION 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, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

10. **PROHIBITED DISCRIMINATORY PRACTICES:** Grantee understands that, under Utah Code 67-27, no portion of this grant may be used to support activities that promote discriminatory practices as defined in Utah Code 53B-1-118.

11. **DISCLOSURE OF OTHER STATE FUNDS:** The Grantee agrees to disclose a comprehensive list of all state funds received, including funds received through direct awards, competitive grants, pass-throughs, partnerships, memorandums of understanding, etc.

12. **LEGISLATIVE APPROPRIATION:** Disbursement of grant funds is subject to legislative appropriation. Appropriations, including grant funds, are subject to legislative action on a year-to-year basis.

13. **INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain insurance from an insurance company authorized to do business in Utah. Grantee shall maintain insurance with industry standards as is reasonably appropriate for the type of events, programs and operations grantee conducts.

14. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
15. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

16. **RECOUPMENT OF FUNDS:** If state audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such. See

Utah Code 63G-6b-201(4)(e) & (5).

Per State law (Utah Code 63G-6b-201(4)(e), grant funds are subject to follow-up audit and clawback of the grant funds if an audit shows that the grant funds were inappropriately used.

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

18. **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.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

20. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

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

22. **FORCE MAJEURE**: Neither party to this Contract will be held responsible for delay or default cause by but not limited to earthquake, fire, riot, pandemic, and/or war which is beyond the party's reasonable control.

23. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

24. Per state law, performance metrics demonstrating effective and appropriate use of this grant are required.

(Revision date: August 2024)

STATE OF UTAH
Legislative Direct Award Grant

Organization: Hope of Utah

Attachment B: Scope of Work

Hope of Utah is dedicated to empowering local community leaders and nonprofits that embrace American principles. It seeks to unite communities, enhance education, and promote entrepreneurship within Utah. Aligned with the Woodson Center's Community Affiliation Network model, Hope of Utah supports other nonprofits by providing them with essential resources, a collaborative network, and small grants to establish and grow their missions. This support aims to build a stronger foundation for fledglin

Hope of Utah agrees to abide by and report on the Scope of Work uploaded to the application.

In addition, Hope of Utah agrees to track and report any data needed for the established Performance Measure indicated in the application.

Attachment C: Payment Schedule (July 1, 2025 – June 30, 2026)

Pending availability of state funds, **Hope of Utah** will receive

$150000 as follows:

All grants will be paid in two payments unless the intent language provides a different disbursement schedule, as outlined in UCA 63G-6b-301(2).

First Payment (July 1, 2025 –December 31, 2025)

Payment of **$135000** be paid upon receipt of finalized contract from the Utah State Division of Finance.

Second Payment (January 1, 2026 – June 30, 2026)

Payment of **$15000}** will be paid upon receipt of a final report that demonstrates the project/program has been completed, an itemized budget, and a narrative that details how the funds have been spent by the organization. The final report may be submitted any time after the first payment has been received, but no later than June 1, 2026. Reports will be submitted through the Community Grants Portal.

PAYMENT: The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

** Funding amount is subject to change based upon actions of the Utah State Legislature. **

ATTACHMENT D: Certification

1. The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, polices, guidelines, and requirements for a non-profit entity. Specifically, UCA 51-2a-102(6)(f) and 51-2a-201.5 require a nonprofit organization (NGO) to disclose annually, whether the NGO received a minimum of $25,000 in combined federal pass- through, state, and local money in both the previous year and the current fiscal year, to the State Agency which provided state or federal pass-through money. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of total federal, state and local funding received from all sources during an NGO's fiscal year. The type of report required to the State Auditor is based on the following thresholds: more than $25,000 but less than $100,000 requires a fiscal report to the Auditor, more than $100,000 but less than $350,000 requires a compilation of its accounts by an independent CPA, more than $350,000 but less than $1,000,000 requires a review of its accounts by an independent CPA, more than $1,000,000 requires an audit by an independent CPA. Definitions of each of these reports are found in UCA 51-2a-102(6)(f) and 51-2a-201.5.

I certify that **Hope of Utah** met or exceeded or anticipates meeting or exceeding the following dollar threshold in combined revenues of federal pass-through, state or local money for fiscal year 2026.

NA	more than $25,000 but less than $100,000
JDR	more than $100,000 but less than $350,000
NA	more than $350,000 but less than $1,000,000
NA	more than $1,000,000
NA	I certify that Hope of Utah will not or does not expect to meet or exceed the $25,000 threshold in combined revenues of federal pass-through, state or local money for fiscal year 2026.

Jamie D Renda

Signature

7/30/2025

Date

ATTACHMENT E: Reporting Requirements

The Grantee hereby assures and certifies that it will comply with state statute on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency:

i. A written description and an itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and
ii. A final written itemized report when all the state money is spent.

I certify that **Hope of Utah** will provide an itemized report at least annually and a final written report detailing the expenditure of the state money as described in UCA 63G-6b-201.

Jamie D Renda

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