



REQUEST FOR QUALIFICATIONS

FOR SERVICES AS

**EMPLOYEE TRANSFER AND DISCHARGE HEARING OFFICERS – INDEPENDENT
CONTRACTOR**

PARK CITY, UTAH

August 7, 2017

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ADVERTISEMENT NOTICE

EMPLOYEE TRANSFER AND DISCHARGE HEARING OFFICER-INDEPENDENT CONTRACTOR

Anticipated 40 hours annually as needed

\$100.00/hr.

Pursuant to UCA § 10-3-1106, will preside over an employee transfer and discharge hearing, including scheduling the hearing, taking and receiving evidence, and fully hearing and determining the matter which relates to the reason for the discharge, suspension, or transfer.

Subsequent to the discharge hearing, will draft a decision complete with findings of fact and conclusions of law. This is an appointed position by the Park City Mayor, with the advice and consent of the Park City Council. The appointment will be for a period of three (3) years. This is an independent contractor position which is not a benefitted position. Compensation is based upon hours worked only. There are two (2) positions available, one (1) primary, and one (1) conflict.

REQUIRED:

- J.D. from accredited law school.
- Admission to Utah State Bar with active bar license and in good standing.
- Minimum of five (5) years' experience in the practice of law.
- Flexibility to preside over ad hoc hearings pursuant to a notice of appeal by a discharged employee.
- Anticipated forty (40) hours annually as needed.

PREFERRED:

- Employment law experience.
- Experience as an administrative law judge, pro tem judge, hearing officer, or related experience.

NOTICE OF SELECTION OF SERVICES

Park City Municipal Corporation (PCMC) is seeking the services of two (2) qualified Hearing Officers, one (1) primary, and one (1) conflict, to provide services for the following:

Employee Transfer and Discharge Hearing Officers – Independent Contractor

If you are interested in submitting an RFQ, you may obtain the RFQ from www.parkcity.org or Katie Madsen, Executive Assistant, via email at katie.madsen@parkcity.org.

A pre-submittal meeting will not be held.

The deadline for submitting a Statement of Qualifications is by 3:00 pm on Friday, August 18, 2017 at the City Hall offices, Attn: Katie Madsen, Executive Assistant, 445 Marsac Avenue, Park City, UT 84060.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason.

All questions shall be submitted in writing by 3:00 p.m. on Friday, August 11, 2017, to Katie Madsen, Executive Assistant, via email to: katie.madsen@parkcity.org. Answers to questions will be posted on the Park City website by 5:00 p.m. on Tuesday, August 15, 2017.

Park City reserves the right to reject any or all submissions received. Furthermore, the City shall have the right to waive any informality or technicality in submissions received when in the best interest of the City.

PARK CITY MUNICIPAL CORPORATION
Employee Transfer and Hearing Officers
Professional Service Agreement

Summary Sheet - Request for Qualifications

1. Project: The Hearing Officer position is an appointed position by the Park City Mayor, with the advice and consent of the Park City Council. The appointment will be for a period of three (3) years. This is an independent contractor position which is not a benefitted position. Compensation is based upon hours worked at a rate of One Hundred Dollars (\$100.00) per hour, for an anticipated forty (40) hours annually.
2. Requested Services: The Service Provider, an Employee Transfer and Discharge Hearing Officer, will preside over employee transfer and discharge hearings, including scheduling the hearing, taking and receiving evidence, and fully hearing and determining the matter which relates to the reason for the discharge, suspension, or transfer. Subsequent to the hearing, the Service Provider will draft a decision complete with findings of fact and conclusions of law.
3. Advertisement Dates: August 7, 2017.
4. Statement of Qualifications Due by 3:00 p.m. on Friday, August 18, 2017.
5. Five (5) copies of the qualifications numbered sequentially from 1 to 5 on the upper right hand corner of the cover shall be delivered to Park City Municipal Corporation, Attn: Katie Madsen, Executive Assistant, Park City Municipal Corporation, 445 Marsac Avenue, Park City, UT 84060. Proposals will not be accepted after the 3:00 pm deadline.
6. Selection and Consideration of Award of Professional Service Agreement: anticipated by September 10, 2017.

The dates for selection and award are approximate. The award of Professional Service Agreement is subject to approval by City Council.

I. Introduction

Project Background:

Pursuant to UCA § 10-3-1106, a Hearing Officer will preside over an employee transfer and discharge hearing, including scheduling the hearing, taking and receiving evidence, and fully hearing and determining the matter which relates to the reason for the discharge, suspension, or transfer. Subsequent to the discharge hearing, will draft a decision complete with findings of fact and conclusions of law. This is an appointed position by the Park City Mayor, with the advice and consent of the Park City Council. The appointment will be for a period of three (3) years. This is an independent contractor position which is not a benefitted position. Compensation is based upon hours worked only. There are two (2) positions available, one (1) primary, and one (1) conflict.

II. Qualifications

Requirements:

- J.D. from accredited law school.
- Admission to Utah State Bar with active bar license and in good standing.
- Minimum of five (5) years' experience in the practice of law.
- Flexibility to preside over ad hoc hearings pursuant to a notice of appeal by a discharged employee.
- Anticipated forty (40) hours annually as needed.
- Throughout the term of this Agreement, Service Provider will maintain active membership in the Utah State Bar. In the event that Service Provider fails to maintain Utah State Bar membership, this Agreement will be rendered null and void, and no further payment under this Agreement will be made to Service Provider unless and until he/she has remedied any defect in the licensure.

Preferred:

- Employment law experience.
- Experience as an administrative law judge, pro tem judge, hearing officer, or related experience.

III. Scope of Services

The Service Provider, an Employee Transfer and Discharge Hearing Officer, will preside over employee transfer and discharge hearings, including scheduling the hearing, taking and receiving evidence, and fully hearing and determining the matter which relates to the reason for the discharge, suspension, or transfer. Subsequent to the hearing, the Service Provider will draft a decision complete with findings of fact and conclusions of law.

a. Agreement Term

The term of the Professional Service Agreement will be for three (3) years.

b. Compensation and Method of Payment

No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in the Agreement. Payments for services provided shall be made monthly following the performance of such services. The City will pay Service Provider at the rate of One Hundred Dollars (\$100.00) per hour. City will compensate Service Provider for his/her actual time in providing legal service pursuant to the Agreement. The Service Provider shall submit to the City Attorney or his designee on forms approved by the City Attorney, a monthly invoice for services rendered during each month of the term of service.

c. Reporting

The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly by the Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of the Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to the Agreement. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by the Agreement for six (6) years after expiration of the Agreement. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period. Nothing herein shall apply to any records or matters protected by attorney-client privilege.

d. Agreement Form

The proposed form of agreement between PCMC and Hearing Officers is PCMC's standard form Professional Service Agreement Minor as modified for Employee Transfer and Discharge Hearing Officers, a copy of which is attached hereto as Exhibit "A".

IV. Selection Process

The selection process will occur in two (2) phases:

- A. Request for Qualifications (Statement of Qualifications)

1. Open request for qualifications and information from interested individuals.
2. All respondents must address submittal requirements outlined in Section V, Submittal Requirements.
3. Review of submittals and qualifications followed by selection of up to five (5) respondents for further consideration (short list).
4. Respondents advised of selection results.
5. Presentation of qualifications from short-listed respondents and interview from selection committee. Review of qualifications for Professional Service Agreement.
6. Selection of Hearing Officers.

PCMC will engage a selection committee to review submitted Statements of Qualifications by short-listed respondents. The committee may include members of the PCMC staff, contracted consulting representatives, business stakeholder representative, and industry representatives.

In the initial phase of evaluation, the selection committee will review all properly submitted Statements of Qualifications. Non-responsive submittals (those not conforming to the RFQ requirements) will be eliminated. The remaining submittals will be evaluated to eliminate those, which in the judgment of the selection committee, fail to offer sufficient merit to warrant further consideration. Each respondent bears the sole responsibility for the items included or not included in its submittal. Deviations from or exceptions to the terms and specifications contained within this RFQ, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.

After conclusion of evaluation of Statements of Qualifications, the short listed respondents will be reviewed in preparation for the interviews. The interviews will be conducted at Park City's City Hall. Based on evaluation of qualifications and interviews, two (2) Hearing Officers will be selected, one (1) primary, and one (1) conflict.

V. Submittal Requirements

Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project.

The Statement of Qualifications should contain specific responses to the following requested items:

1. Specific Experience

Provide information on similar or pertinent work experience completed by you in the past ten (10) years indicating the names and telephone numbers of employers or references. At minimum the respondent shall have a J.D from an accredited law school, a minimum of five (5) years' experience in the practice of law, ability to maintain a flexible schedule, hold a current Utah State Bar license, and be in good standing. Respondents with employment law experience, administrative law judge, pro tem judge, or hearing officer experience is preferred.

2. List of References

List five (5) references, including previous employers, etc., with which you have worked with in the past five (5) years. Give individual and firm name and telephone number.

3. Additional Information

Provide other information you feel is relevant to indicate your abilities to be a successful hearing officer of this nature or to give a better understanding of your qualifications.

VI. Submittal of Statement of Qualifications

Please submit five (5) copies of the Statement of Qualifications. Limit the response to five (5) pages of written material including any visual material such as sketches, photographs, etc. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information.

Interested individuals must submit their Statement of Qualifications by 3:00 pm, Friday, August 18, 2017. The proposal must be delivered to the offices of Park City Municipal Corporation, City Hall, 445 Marsac Avenue, Park City, UT 84060, Attn: Katie Madsen, Executive Assistant. Submittal shall include five (5) copies of the proposal numbered sequentially from 1 to 5 on the upper right hand corner of the cover.

The envelope must indicate the individual(s) making the submittal and be addressed as follows:

**Request for Qualifications, Employee Transfer and Discharge Hearing Officers
Attn: Katie Madsen, Executive Assistant**

Faxed proposals will not be accepted.

VII. Criteria for Selection

The following listed criteria will be used in the evaluation of the respondents and the determination of the selection of the short-listed respondents. The list is not in order of priority; some criteria will receive more weight than others.

1. Experience (evidence of applicable work experience).
2. Claims Management Skills/Experience (experience in claims resolution and avoidance; ability to minimize and manage claims).
3. The nature and extent of requested changes to the Park City Professional Services Agreement (i.e., unwillingness to comply with this RFQ's requirements or our Professional Services Agreement may count against a respondent).

VIII. Requests for Additional Information

All questions shall be submitted in writing by 3:00 p.m. on Friday, August 11, 2017, via email to: katie.madsen@parkcity.org. Final modification or addendum will be made on the website by 5:00 p.m. on Wednesday, August 15, 2017.

All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. All proposals shall remain good for thirty (30) days from submittal. Park City Municipal reserves the right to change any dates or deadlines. It is the Park City policy, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

EXHIBIT "A"

:

**PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR)**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, an Individual, ("Service Provider", collectively, the City and the Service Provider are referred to as ("the Parties").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services;

WHEREAS, the service provided to the City carries minimal insurance risk; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider, an Employee Transfer and Discharge Hearing Officer, will preside over employee transfer and discharge hearings, including scheduling the hearing, taking and receiving evidence, and fully hearing and determining the matter which relates to the reason for the discharge, suspension, or transfer. Subsequent to the hearing, the Service Provider will draft a decision complete with findings of fact and conclusions of law.

2. REQUIREMENT FOR BAR MEMBERSHIP

Throughout the term of this agreement, Service Provider will maintain active membership in the Utah State Bar. In the event that Service Provider fails to maintain Utah State Bar membership, this Agreement will be rendered null and

void, and no further payment under this Agreement will be made to Service Provider unless and until he/she has remedied any defect in the licensure.

3. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____, 2020 unless extended by mutual written agreement of the Parties.

4. COMPENSATION AND METHOD OF PAYMENT.

- A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- B. Payments for services provided hereunder shall be made monthly following the performance of such services.
- C. The City will pay Service Provider at the rate of One Hundred Dollars (\$100.00) per hour. City will compensate Service Provider for his/her actual time in providing legal service pursuant to this agreement.
- D. The Service Provider shall submit to the City Attorney or his designee on forms approved by the City Attorney, a monthly invoice for services rendered during each month of the term of service. Invoices shall be submitted to: Park City Municipal Corporation, City Attorney, P.O. Box 1480, Park City, Utah 84060. The City shall make payment to the Service Provider within thirty (30) days thereafter.

5. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all

KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors as follows:

- A. Workers compensation insurance with limits as required by statutory law. Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.
- B. Auto liability insurance with limits as required by statutory law.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this Agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete. Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.
- D. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

13. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

14. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by

serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

15. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 14 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

16. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

17. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

18. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith

shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

19. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Name:

Address:

City/State/Zip:

Tax ID#: _____

PC Business License #: _____

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2017, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, acknowledged that he signed it voluntarily for its stated purpose.

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

N/A