



Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR
Park City Community Visioning 2020

Introduction:

Park City Municipal Corporation (PCMC) is undertaking a community visioning project in 2018 and 2019. This is a project eagerly anticipated by City Council, residents, and organizations in Park City. The last community visioning project was completed in 2009. See parkcity.org/departments/community-engagement/community-visioning-initiatives PCMC invites proposals for this community-wide visioning project. The chosen consultant will work with the City to design and implement a series of community dialogs, analyze and report on findings, facilitate a statement of Core Values and Community Ideals, and prepare a Vision Action Plan for the community.

Through community engagement and dialogue, Park City wishes to define what makes Park City the place we choose to call home – how do individual aspects of people and neighborhoods intersect to create the place we live, work, visit, and recreate? The results of this process will set the framework for future land use, economic, social, and environmental decisions. A key goal of this process is to help the community articulate tangible and intangible elements that, if lost, would fundamentally change the character of Park City.

Contact:

Linda Jager, Community Engagement Manager
435-615-5189
linda.jager@parkcity.org,

**NOTICE
REQUEST FOR PROPOSALS (NON-BID)
PARK CITY MUNICIPAL CORPORATION
COMMUNITY VISIONING PROJECT**

PROPOSALS DUE: By 4:00 p.m. on Friday, November 9, 2018
PROJECT NAME: Park City Community Visioning 2020
RFP AVAILABLE: Thursday, October 18, 2018 at 4:00 p.m.
PROJECT LOCATION: Park City

PROJECT DESCRIPTION:

Park City Municipal Corporation seeks proposals to implement a comprehensive community visioning project to engage, invite dialogue, and summarize the vision, direction, and identity Park City residents would like to achieve. The City's goal is to clearly define a vision for our community that can serve as a blueprint for growth over the next decade. Total project maximum funds available are Sixty Thousand Dollars (\$60,000).

PROJECT DEADLINES:

Complete Proposals Due: By 4:00 p.m. on Friday, November 9, 2018

Project completion: January 30, 2020

Questions: All questions shall be submitted in writing via email to linda.jager@parkcity.org by Friday, November 2, 2018; at 5:00 p.m. Responses will be emailed out by Wednesday, November 7, 2018, at 5:00 p.m. to all interested parties.

Owner: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Contact: Linda Jager, Community Engagement Manager
Park City Municipal Corporation
linda.jager@parkcity.org, 435-615-5189

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

In the absence of the Community Engagement Manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. INTRODUCTION

Park City Municipal Corporation (“PCMC”) seeks proposals from an individual or team who will run point on developing, implementing, summarizing, and presenting the findings of a comprehensive community visioning project. Experience in facilitating community engagement, implementation, and strategic planning is essential.

We have higher than average citizen engagement in our community and the quality of life is high. We believe this project will be interesting and fun for all involved, including for the individual or team that will lead this process.

II. PURPOSE OF PROJECT

Through community engagement and dialogue, PCMC wishes to define what makes the Park City the place we choose to call home – how all of the individual aspects of people and neighborhoods intersect to create the place we live. The results of this process can set the framework for future land use, economic, social, and environmental decisions. A key outcome of this process is to have the community articulate the tangible and intangible elements of our community that, if lost, would fundamentally change the character of Park City.

III. PROJECT TASKS AND TIMELINE

Task 1: Development and Presentation of Project Plan (December 2018 – January 2019)

Working with City staff, the selected consultant or organization will conduct onsite interviews to understand and define project goals and objectives, and then deliver a detailed version of the proposed project plan reflected in your response to the RFP.

Project plan should include recommended strategies, methods and resources for successfully completing each element of the project. Project plan should also clearly define your role, tasks and responsibilities throughout the life of the project to ensure it remains on schedule/on budget and reaches a successful conclusion. Please ensure the plan reflects any critical path issues and provides a clear description of deliverables for each phase of the project. Project plan should identify community stakeholders, collateral production timelines, interview format/listening sessions, and event schedules. The selected consultant or organization will also be asked to develop materials in English and Spanish to enable participation from all members of the Park City community.

The selected consultant or organization will also be asked to assist staff in organizing and facilitating a community project advisory committee – comprised of residents and local stakeholders, which will provide feedback to the project team throughout the community visioning process.

Task 2: Implementation (February – August 2019)

Working with the City Council and Staff, the consultant or organization will develop and deliver a detailed module for public engagement and outreach, including use of web-based and social media applications. Consultant or organization will schedule and conduct an ongoing series of interviews and listening tours with identified stakeholders, which will include individuals and groups of residents, businesses, non-profit organizations, the Park City School District, and at least one meeting with the Park City Planning Commission and Historic Preservation Board.

Once all the elements of the project plan are in place. The consultant or organization will monitor the project progress through weekly conference calls or onsite meetings with the project team. Working with the project managers, the consultant or organization will develop a monthly status report for the Park City Council. In the report, the consultant or organization will ensure any deliverables that were to be completed during this reporting period have been completed to the City's satisfaction, while also providing recommendations on adjustments to the process plan or planned activities for the upcoming month.

Task 3: Synthesize and analyze results (September - November 2019)

Working with the City Council, project team and staff, the consultant or organization will guide the development of the final "Park City Community Vision and Action Plan", that reflects the Core Values, Community Ideals and methodology for decision-making for the Park City community to ensure ongoing consistency with the Vision, and protection of the values identified in the plan.

Task 4: Park City Vision 2020 presentation to Park City Council and community (January 2020)

Consultant or organization will provide two (2) in-person presentations on results of the visioning project. One will be for the Park City Council and the other for community members. Representatives may also be asked to join City staff for media interviews to share high-level results from the visioning project.

Primary Deliverable:

Park City Community Vision and Action Plan

Secondary Deliverables:

- Summary of Stakeholder and Community Interviews
- Community Surveys
- Graphic/Statement of Community Ideals and Core Values

IV. FUNDING

The total maximum funds allocated for this project is Sixty Thousand Dollars (\$60,000). Project fee will be paid as follows: \$30,000 upon contract signing and \$30,000 at completion of project. All submissions must include a proposed budget or fee schedule. The budget must include all costs, including performance of the services specified.

V. CONTENT OF PROPOSAL

Proposals will be evaluated on the Selection Criteria listed below.

Selection Criteria:

Proposals will be judged on practical terms such as:

- Clarity of proposal and thoroughness of response (completeness of package).
- Adherence to the maximum budget of Sixty Thousand Dollars (\$60,000).
- Experience with community convening, facilitation, and strategic planning.
- Approach and/or vision for the project demonstrated by the applicant's plan and tools proposed to carry out implementation.
- Experience needed to undertake the coordination and execution of the project within the aggressive timeline. This includes the ability to work with a team of individuals, including various City staff, community members, and organizations.
- Professional References: Please provide a list of up to three (3) organizations consultant or organization has worked with in a similar capacity.

- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name of the third parties.
- The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with insurance/indemnity provision) counts against the bidder.
- Price may not be the sole deciding factor.
- The proposal must state the length of time the proposal is valid.

Any changes to the nature of or regarding the extent of requested changes to the standard contract should be asked prior to submitting a proposal.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. 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. The award of contract is subject to approval by City Council.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

VI. SELECTION PROCESS

The Selection Committee will include the following representatives:

Selection Committee Members: City staff representing Community Engagement, Community Development, Budget & Strategic Planning, Transportation Planning, and Executive Leadership.

Finalists may be invited to interview with members of the Selection Committee. The Selection Committee will recommend one (1) finalist for the project. Proposals will be evaluated on the factors listed in Section V, Content of Proposal. The Selection Committee’s recommendations and award of contract pursuant to this RFP are conditioned upon and subject to approval by the City Council.

Timeline

The schedule is contingent upon the City’s project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

A. Proposals will be received by PCMC by 4:00 p.m. on Friday, November 9, 2018, at the Sustainability Office located at 445 Marsac Avenue, 3rd Floor, Park City, Utah 84060, Attn: Linda Jager, Community Engagement Manager. An electronic copy **must also** be submitted via email to linda.jager@parkcity.org as a single PDF. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to linda.jager@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Proposals lacking required information will not be considered.

B. A selection committee comprised of City Staff, as described in this section, will review all submitted RFPs. The selection committee will meet during the week of November 12, 2018.

C. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than TBD 2018.

D. Award of the contract is subject to approval by City Council. It is anticipated that City Council will vote on the contract award by November 30, 2018.

E. The individual or organization that is awarded the contract will be required to work within an aggressive timeline to complete the entirety of the project no later than January 30, 2020.

VII. SUBMISSION OF PROPOSALS

All interested parties responding to the RFP must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

A. Proposal

1. Cover Page: List the individual or organization's name, project name, and contact information including, but not limited to, email, phone number, and mailing address. Additional information may also include web address, social media links, or other contact information.

2. Proposal: Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background

relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid. Provide "Proposed Project Process Plan and Project Schedule" that addresses in detail the methodology and process design you propose using to achieve the project goals/tasks reflected in the draft Tasks and Timeline above. The consultant or organization selected for this project will perform all initial tasks reflected in the tasks and timeline necessary to effectively execute the vision process reflected in their response. Delineate minimum meetings and services resulting in the satisfactory completion of all project objectives and deliverables. It is anticipated this will require the consultant to deliver a monthly status report to measure project progress and to assist the onsite Project Manager: At the conclusion of each visit the consultant or organization and Project Manager will provide a written project status report to the City Council at a regularly scheduled public meeting. These public meetings may be broadcast live and/or captured on video for viewing by the public.

The proposed Project Process Plan should include an hourly breakdown for all tasks and sub tasks reflecting both the level of effort in man hours and the hourly rate and title of the project team member/members assigned to perform each task. The total for this plan should reflect your total fee. Your proposal should include a not to exceed project budget for travel, lodging, per diem and transportation per visit.

3. Budget: Project costs will be considered during selection. The maximum amount allocated is Sixty Thousand Dollars (\$60,000). Budget refers to all costs anticipated to be incurred by the individual or organization for the scope of the project including, but not limited to, performance of the services specified, labor, insurance, and materials costs.

B. Statement of Qualifications

1. Bio. Information and brief resume(s) of project team.

2. References. Please provide names and contact information, including phone number and email of three (3) groups who you have worked with in a similar capacity.

Interested individuals and/or firms must submit their Proposal and Statement of Qualifications by 4:00 p.m. on Friday, November 9, 2018.

Please submit one (1) set of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment to your Proposal and Statement of Qualifications. To be considered, one (1) proposal must be received at the Park City Sustainability Office, Attention: Linda Jager, Community Engagement Manager, 445 Marsac Avenue, 3rd Floor, P.O. Box 1480, Park City, UT 84060 **by 4:00 p.m.** on Friday, November 9, 2018.

In the absence of the Community Engagement Manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

AND

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to linda.jager@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Electronic proposals with additional support documents or materials will not be accepted. The electronic submissions must be received via email to linda.jager@parkcity.org **by 4:00 p.m.** on Friday, November 9, 2018.

Please limit the response to fifteen (15) pages or less of written material including any visual material and budget. Please be concise. The page count does not include index, dividers, or separation sheets that contain no information. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

Proposals must be mailed or hand-delivered and submitted electronically to:

Park City Municipal Corporation
Attn: Linda Jager, Community Engagement Manager
Request for Proposal – Park City Community Visioning 2020
(hand delivery) 445 Marsac Avenue, Sustainability Office - 3rd Floor
(mailed) P.O. Box 1480, Park City, UT 84060

In the absence of the Community Engagement Manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

AND

linda.jager@parkcity.org

When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the individual or organization. PCMC assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. PREPARATION OF PROPOSALS

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offerors. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

IX. PROPOSAL INFORMATION

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offerors.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, 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.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.

X. INSURANCE REQUIREMENTS

The selected service provider will bear the risk of loss or damage. All insurance shall be reviewed and approved by the Park City Attorney's Office.

The coverage will provide protection for all operations by the or any subcontractor or by anyone directly or indirectly employed by either of them.

Applicants are strongly advised to thoroughly read the sample Park City Municipal Corporation Service Provider/Professional Service Agreement attached hereto as [Exhibit "A"](#), as the selected individual or organization will be required to comply with its requirements.

XI. AGREEMENT

The selected consultant or organization will be required to enter into the City's standard Service Provider/Professional Service Agreement in a form to be approved by the City Attorney's Office (a sample of which is attached hereto as [Exhibit "A"](#)).

ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.

Any Service Provider who contracts with Park City is required to have a valid Park City business license.

If the consultant or organization takes exception to any terms or conditions set forth in this proposal and/or the Sample Agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. PCMC shall be the sole determiner of the acceptability of any exception.

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. PCMC will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best

interest of the City. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to Utah Code Section 63G-2-308, as amended. Award of contract is subject to approval by City Council.

The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with insurance/indemnity provision) counts against the bidder. Any contract changes must be requested and approved by the City Attorney’s Office before awarding the contract.

EXHIBIT "A"

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, ("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; 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 shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. **TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. **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.

5. 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.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

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 negligent 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. 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. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- 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.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. 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.
- F. 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.

- A. 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.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby

warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- 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. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. 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.

14. 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.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. 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.

17. 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 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

- 18. 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.

19. 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.

20. 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.

21. 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.

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:
Address:
City, State, Zip:

Tax ID#: _____
PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, 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, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public