

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

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 11/22/2022 day of 11/22/2022, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **KANE LLC**, a Utah limited liability company ("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 fee for the Project shall not exceed **THREE HUNDRED FIFTY EIGHT THOUSAND THIRTY TWO DOLLARS (\$358,032.00)** annually. The City has designated the Special Events and Economic Development Project Manager, or her designee as City's Representative, who shall have authority to act on 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 June 30, 2026, unless extended by mutual written agreement of the Parties.

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

- A. Payment for services provided hereunder shall be made as follows:  
Per scheduled Special Event or Peak Day as outlined in **Exhibit A**, fifty percent (50%) of the service cost upon receipt of the pre-event invoice, and the remaining amount of the service cost is to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

The total project maximum funds available are not to exceed **THREE HUNDRED FIFTY EIGHT THOUSAND THIRTY TWO DOLLARS (\$358,032.00) annually.**

- 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 his 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

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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, 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 an 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

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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

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

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance is written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
- D. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents, and subcontractors.
- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed 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.
- F. The Service Provider shall procure and maintain for the duration of the Agreement crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

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- G. 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.
- H. 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.
- I. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

### **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 an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 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

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

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.**

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

### **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 written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

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- 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 an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 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.**



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- 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 below. 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 the laws of the State of Utah, both as to interpretation and performance.

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

- 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.

### **22. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

### **23. ELECTRONIC SIGNATURES.**

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

### **24. COMPLETION TIME.**

Unless otherwise agreed to in writing by the parties, if the Service Provider fails to provide requested staffing for the Events or Peak Days as outlined in Exhibit A, without 24 hours advance notice to the City in writing, then for each partial or complete day during which staffing was not provided according to Exhibit A, the Service Provider agrees to pay the City **One Thousand Dollars (\$1,000.00) per day**. Service Provider will only charge, and the City will only pay, the hourly rate of staff who actually perform services as contemplated in Exhibit A. \_\_\_\_\_ (Service Provider Initials). The parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, this is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES 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, a**  
Utah municipal corporation  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

DocuSigned by:  
*Matt Dias*  
D5D5222E86E246E...  
\_\_\_\_\_  
Matt Dias, City Manager

**Attest:**  
DocuSigned by:  
*Michelle Kellogg*  
E5F905BB533F431...  
\_\_\_\_\_  
City Recorder's Office

**Approved as to form:**  
DocuSigned by:  
*Mark Harrington*  
B7478B7734C7490...  
\_\_\_\_\_  
City Attorney's Office

DS  
*LR*

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## SERVICE PROVIDER

**KANE, LLC**, a Utah limited liability company  
391 East 1700 South, #160531  
Clearfield, UT 840015

Tax ID#: 83-0828884

PC Business License#: B-017002

*Shawn Kane*  
43F74CD9C43B470...  
DocuSigned By: Shawn Kane

Signature

Shawn Kane

Printed name

owner

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

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STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 KANE, LLC, a Utah limited liability company, by authority of its Operating Agreement/Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for KANE, LLC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ~~11/23~~ <sup>11/22/2022</sup> day of \_\_\_\_\_, 2022, at \_\_\_\_\_ (insert State and County here).

Printed name: Shawn Kane  
\_\_\_\_\_

Signature:  \_\_\_\_\_  
DocuSigned By: Shawn Kane

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT “A”

### SCOPE OF SERVICES

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Scope of Service includes providing the following tasks:

The hourly wage is to stay the same for the duration of the agreement. The total project maximum funds available are not to exceed **THREE HUNDRED FIFTY EIGHT THOUSAND THIRTY TWO DOLLARS (\$358,032) annually.**

- I. Bollard Installation Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with Public Safety, the Service Provider is responsible for coordinating Bollard Operations including, but not limited to:
  - Providing a Vehicle to transport bollards on city owned storage trailer from storage area to location of bollard locations.
  - Installation and removal of bollards, per event schedule and operations plan ([example plan](#)).
  - Removal of bollards during an event for emergency or other event operational needs.
  - Removal of bollards after the event including properly placing them back on the trailer and taking them to the storage facility.
  - Having materials and tools to complete installation or removal of bollards with them at all times.
  - At least one bollard installation personnel shall remain onsite for entirety of the event in the need for emergency removal per Public Safety;
  
- II. Pedestrian Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with the Public Safety and Transportation Planning Departments, the Service Provider is responsible for coordinating pedestrian management during events, including, but not limited to:
  - Pedestrian crossing guards at road crossings determined by each event operations plan.
  - Clear and respectful communication with pedestrians and/or passersby.
  - Understanding of the position’s role to help direct pedestrians safely across roadways, not control traffic or parking.

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- In winter months, with salt provided by the City, keep icy sidewalks salted at areas near manned positions.
- If partnered with Public Safety, employees in the pedestrian management positions should follow officer's lead.
- At no time during pedestrian management should this position be controlling traffic. This position should be controlling pedestrians and helping them cross safely.
- Contractor must be a Certified Traffic Controller.

III. Residential Management – Under the supervision of the Special Events and Economic Development Program Manager or his/her designee and in coordination with Public Safety, Transportation Planning and Parking Services Departments, the Service Provider is responsible for the following:

- Management of residential neighborhood transportation and traffic flow including restricting vehicles that do not display correct passes to get through intersection and being able to direct them to other streets, while ensuring traffic continues to flow. Staff in this position need to have an understanding of roadways and restrictions to direct traffic that is not allowed to other areas of town.
- If these positions are supported by the Park City Police Department, the employees should follow the lead of the PCPD.
- Understanding of traffic directions, overall transportation and parking plans for the event or peak time period.
- Contractor must be a Certified Traffic Controller.

IV. Parking Enforcement and Services - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee and the Parking Department, the Service Provider is responsible for parking enforcement and services tasks, including, but not limited to:

- Collection of parking fees.
- Coordinating parking area entrance checkpoints.
- Coordinating parking pass area checkpoints and enforcement.
- Managing the entering and exiting of parking areas.
- Monitoring and enforcing loading/unloading activities on designated roadways.

V. Taxi /Shuttle Management - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee, Parking Services and Police Department, the Service Provider is responsible for coordinating taxi management at special events, including, but not limited to:

- Managing taxi/shuttle drop and load zones per event operations plan.



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- Managing and establishing permitted taxi/shuttle entrance checkpoints;
- Ensuring that those that are not allowed to park in the designated taxi/shuttle areas know how to get to where they can park.
- Contractor must be a Certified Traffic Controller.

### **VI. Service event and peak day dates:**

- The Special Events will take place on the following dates in 2023 to 2026:
  - Sundance Film Festival –
    - Thursday, January 19, 2023, through Sunday, January 29, 2023
    - Thursday, January 18, 2024, through Sunday, January 28, 2024
    - Thursday, January 17, 2025, through Sunday, January 27, 2025.
  - Savor the Summit –
    - Saturday, June 24, 2023
    - Saturday, June 22, 2024
    - Saturday, June 21, 2025
    - Saturday, June 20, 2026
  - Fourth of July Celebration –
    - Tuesday, July 4, 2023
    - Thursday, July 4, 2024
    - Friday, July 4, 2025
  - Park City Arts Festival –
    - Friday, August 4, 2023, through Sunday, August 6, 2023
    - Friday, August 2, 2024, through Sunday, August 4, 2024
    - Friday, August 1, 2025 through Sunday, August 3, 2025
  - Miners' Day Celebration –
    - Monday, September 4, 2023
    - Monday, September 2, 2024
    - Monday, September 1, 2025
  - Halloween on Main –
    - Tuesday, October 31, 2023
    - Thursday, October 31, 2024
    - Friday, October 31, 2025
- Peak Days are estimated to be the following dates:
  - Thanksgiving Holiday (6 days) –
    - Tuesday, November 21, 2023 through Sunday, November 26, 2023
    - Tuesday, November 26, 2024 through Sunday, December 1, 2024
    - Tuesday, November 25, 2025 through Sunday, November 30, 2025
  - Winter Holiday (19 days):
    - Friday, December 15, 2023 through Tuesday, January 2, 2024
    - Friday, December 20, 2024 through Tuesday, January 7, 2025

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- Friday, December 19, 2025 through Tuesday, January 6, 2026
- Marin Luther King Jr Weekend (4 days):
  - Friday, January 13, 2023 through Monday, January 16, 2023
  - Friday, January 12, 2024 through Monday, January 15, 2024
  - Friday, January 17, 2025 through Monday, January 20, 2025
- Presidents Week Break (10 days):
  - Friday, February 17, 2023 through Sunday, February 26, 2023
  - Friday, February 16, 2024 through Sunday, February 25, 2024
  - Friday, February 14, 2025 through Sunday, February 23, 2025
- Spring Ski Season (21 days):
  - Friday, February 24, 2023 through Sunday, April 2, 2023
  - Friday, February 23, 2024 through Sunday, April 7, 2024
  - Friday, February 21, 2025 through Sunday, April 6, 2025

<b>Sundance January</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>
Ped Management, Residence Management, Taxi Management	4050	45	12/10	5/3	\$ 143,755.00
Parking Enforcement Posted Staff	896	14	8	8	\$ 31,808.00
Kane Ops Managers					
Rover/Breakers					
Pre-planning (Nov 1st 2022- January 15th 2023)					\$ 26,000.00
Equipment					\$ 16,500.00
Sundance Event Command Location				5/3	\$ 15,000.00
On-Site Admin					\$ 5,500.00
	<b>4946</b>				<b>\$238,563.00</b>
<b>Savor the Summit</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>
Taxi Management	24	4	6	1	\$ 804.00
Bollard Staff	12	2	6	1	\$ 420.00
Supervisor/Rover Breakers	12	2	6	1	\$ 426.00
Equipment					\$ 300.00
	<b>48</b>				<b>\$ 1,950.00</b>
<b>Fourth of July</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>

Professional Service Agreement (Standard)

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

Residence Management, Taxi Management, Parking Staff, Rover Break	70	14	5	1	\$ 2,345.00
Bollard Staff	10	2	5	1	\$ 700.00
Supervisor/Rover Breakers	25	5	5	1	\$ 887.50
Equipment					\$ 300.00
	<b>105</b>				<b>\$ 4,232.50</b>
<b>Arts Festival</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>
Residence Management, Taxi Management, Parking Staff, Rover	36	2	6	3	\$ 1,206.00
Bollard Staff	36	2	6	3	\$ 1,260.00
Supervisors/Breakers	18	1	6	3	\$ 639.00
Equipment					\$ 300.00
	<b>90</b>				<b>\$ 3,405.00</b>
<b>Miners Day</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>
Parking Staff	20	4	5	1	\$ 670.00
Bollard Staff	10	2	5	1	\$ 350.00
Supervisors/Breakers	10	2	5	1	\$ 355.00
Equipment					\$ 300.00
	<b>40</b>				<b>\$ 1,675.00</b>
<b>Halloween</b>	<b>TLT Hrs</b>	<b># of Staff</b>	<b>Shift Hrs</b>	<b># of Days</b>	<b>Costs</b>
Parking Staff	36	6	6	1	\$ 1,206.00
Bollard Staff	12	2	6	1	\$ 420.00
Supervisors/Breakers	12	2	6	1	\$ 426.00
Equipment					\$ 300.00
	<b>60</b>				<b>\$ 2,352.00</b>
<b>Peak Days</b>	<b>Total Days</b>				<b>Costs</b>
November 21st - November 26 <sup>th</sup>	6 days				\$ 9,132.00
December 15th - January 2 <sup>nd</sup>	19 days				\$ 28,918.00
January 13th - January 16th	4 days				\$ 6,080.00
February 17th - February 26 <sup>th</sup>	10 days				\$ 15,225.00
February 24th - April 2 <sup>nd</sup>	21 days				\$ 31,250.00
Pre-planning (Entire Peak Project)					\$ 15,250.00
	<b>2880hrs</b>				<b>\$105,855.00</b>
<b>Total Event Hours</b>	<b>5,289</b>				<b>\$252,177.50</b>
<b>Total Peak Day Hours</b>	<b>2880</b>				

Professional Service Agreement (Standard)

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

					<b>\$105,855.00</b>
<b>Total Contract Amount</b>	<b>8,169</b>				<b>\$358,032.50</b>

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

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any “extra” work shall be approved in advance in writing by the City and shall not exceed the contract price in Section 1 of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Industries, Inc. 307 International Circle Suite 610 Hunt Valley MD 21030	CONTACT NAME: Phyllis Jeddry PHONE (A/C, No, Ext): 410-319-0669 E-MAIL ADDRESS: phyllis.jeddry@dii-ins.com FAX (A/C, No): 410-433-3440														
<b>APPROVED</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Kinsale Insurance Co*</td> <td style="text-align: center;">38920</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Kinsale Insurance Co*	38920	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Kinsale Insurance Co*	38920														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

Kane, LLC  
 P.O. Box 160531  
 Clearfield, UT 84015

KANELLC-01

**COVERAGES** **CERTIFICATE NUMBER: 1478842166** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0100125211-0	11/18/2022	11/18/2023	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>N/A</b> PERSONAL & ADV INJURY \$ <b>N/A</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Deductible \$ <b>\$1,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$			01001252740	11/18/2022	11/18/2023	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Park City Municipal Corporation is hereby named an additional insured. For any claims related to this contract, the permittee's insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials, employees, or volunteers shall be excess of the permittee's insurance and shall not contribute with it. Blanket waiver of subrogation in favor of the entity for all work performed by the permittee, its employees, agents and subcontractor.

<b>CERTIFICATE HOLDER</b>  Park City Municipal Corporation PO Box 1480 Park City UT 84060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

<i>Attached To and Forming Part of Policy</i> 0100125211-0	<i>Effective Date of Endorsement</i> 08/28/2020 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Kane LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

**A. SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B.** The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
  2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
  3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
  4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

**C. With respect to the insurance afforded to the Additional Insured, the following is added to SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of “occurrence”, claim, or “suit”:**

1. The Additional Insured must promptly give notice of an “occurrence”, a claim which is made, or a “suit” to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Raymond Werner(7606320) 908 W Gordon # 6  Layton UT 84041-5277		<b>CONTACT NAME:</b>  <b>PHONE</b> (A/C, NO, EXT): 801-546-2966		<b>FAX</b> (A/C, NO): 801-546-2279	
		<b>APPROVED</b>		<b>E-MAIL ADDRESS:</b> rwnerner@farmersagent.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  KANE LLC PO BOX 160531  CLEARFIELD UT 84016		INSURER A: Truck Insurance Exchange		21709	
		INSURER B: Farmers Insurance Exchange		21652	
		INSURER C: Mid Century Insurance Company		21687	
		INSURER D:			
		INSURER E:			
		INSURER F:			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	606814582	11/02/2022	11/02/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 PARK CITY MUNICIPAL CORPORATION SERVICES PROVIDER/PROFESSIONAL SERVICES AGREEMENT are listed as Additional Insured

<b>CERTIFICATE HOLDER</b>  PARK CITY MUNICIPAL CORPORATION P.O. BOX 1480  PARK CITY UT 84060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2826890

DATE (MM/DD/YYYY)  
11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W 47th Street, Suite 900 Kansas City, MO 64112-1906	CONTACT NAME: PHONE (A/C, No, Ext): 844-290-4908      FAX (A/C, No): E-MAIL ADDRESS: BBSlcerts@locktonaffinity.com
<b>APPROVED</b>	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Ecole Insurance Company      13601 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED KANE, L.L.C. P. O BOX 160531, CLEARFIELD, UT 84015	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	E002032	11/18/2022    11/18/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 2,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000		E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 2,000,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Policy State = UT  
 Waiver of Subrogation in favor of certificate holder when required by written contract

**CERTIFICATE HOLDER      CANCELLATION**

PARK CITY MUNICIPAL CORPORATION P. O BOX 1480 PARK CITY UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center; font-family: cursive; font-size: 18px;"> <i>Jorge M. Aguillo</i> </div>
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(Ed. 7-00)

WC 43 03 05

Carrier Name / Code: Ecolife Insurance Company

DBA:

Insured: KANE, L.L.C.

Policy Effective Date: 11/18/2022 to 11/18/2023

Premium \$ INCLUDED

Endorsement No.

Policy No. E002032

Endorsement Effective Date: 11/18/2022

Countersigned by



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

A person or organization with whom you have a written contract or agreement that requires this Waiver of Our Right to Recover from Others Endorsement.

Schedule

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.





The Ohio Casualty Insurance Company  
**BUSINESS SERVICES BOND**

**APPROVED**

Bond Number **018227613**

**KNOW ALL BY THESE PRESENTS:**

In consideration of an agreed premium, The Ohio Casualty Insurance Company, organized under the laws of the State of New Hampshire and duly authorized to transact business as Surety ("Surety"), hereby agrees to indemnify (Name) Kane, LLC, d/b/a Kane Security of (Address)

(hereinafter called "Obligee") against direct loss of money or other property from Park City Municipal (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any Employee Dishonesty Act, as hereafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, for which the Obligee is liable, if in excess of the deductible amount of \$10,000.00, in an amount not exceeding Five Hundred Thousand Dollars And Zero Cents

, ( \$500,000.00 ), the limit of the bond.

WHEREAS, the term of this bond begins 12:01 A.M. standard time on 11/18/2020 at the address of the Obligee as indicated above and remains in full force and effect until canceled by the Surety in its entirety.

**NOW, THEREFORE, THE CONDITIONS AND LIMITATIONS OF THIS OBLIGATION ARE SUCH:**

1. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of the Obligee while this bond is in force as to such Employee, and (b) if discovered within no more than 180 days after the expiration or sooner cancellation of this bond in its entirety as provided in Section 14 or from its cancellation or termination in its entirety in any other manner whichever shall happen first.
2. The most the Surety will pay for loss for any one Occurrence is the applicable limit of the bond shown above.
3. The term Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees, if a corporation, who are not also officers or employees thereof in some other capacity) while in the full time or part time permanent service of the Obligee in the ordinary course of the Obligee's business during the effective period of this bond, and who is/are compensated solely by the Obligee by salary or wages and over whom the Obligee has the right to govern and direct in the performance of such service within any of the states of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but does not mean brokers, factors, commission merchants, co-signees, contractors or any other agents or representatives of the same general character.
4. A Subscriber is any person, firm, or corporation for whom the Obligee provides services in his, her or its business.
5. Employee Dishonesty Act shall mean a fraudulent or dishonest Occurrence causing loss during the time the Employee is engaged in services on behalf of the Subscriber or Subscribers and that is punishable under the Criminal Code in the jurisdiction within which the Occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.
6. Occurrence means all loss(es) caused by or involving one or more Employees, whether the result of a single act or a series of acts, without regard to the number of Subscribers involved.
7. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

8. Regardless of the number of years this bond shall continue in force and the number of premiums that shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or from period to period. In no event shall the Surety's aggregate liability for all Employee Dishonesty Acts of all Employees exceed the amount stated above, whether by reason of Employee Dishonesty Acts of the Obligees' Employee(s), interest, attorney's fees or any other reason whatsoever.
9. With respect to loss or losses caused by an Employee or that are chargeable to such Employee as provided in Section 5 and that occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligees or to any predecessor in interest of the Obligees and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligees under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.
10. The Obligees, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligees sustains and for which the Surety has paid or settled the claim. The Obligees must also do everything necessary to secure those rights and do nothing after loss to impair them.
11. If the Obligees shall sustain any loss or losses covered by this bond that exceed the amount of coverage provided by this bond, the Obligees shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until the Obligees has been fully reimbursed for such excess, plus the actual cost of effecting the same, and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Subscriber, rights against any Employee(s) or any other person shall not be inferior to the Subscriber's remaining rights, if any, against such person.
12. This bond shall be deemed canceled as to any future acts of any Employee of the Obligees immediately upon discovery by the Obligees, or by any partner or officer thereof not in collusion with such Employee(s), of any possible Employee Dishonesty Act on the part of the Employee or at 12:01 A.M. standard time at the Obligees' address upon the effective date specified in a written notice mailed by the Surety to the Obligees. Such date shall not be less than fifteen (15) days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligees at its principle office shall be sufficient proof of notice. For purposes of this Section, discovery shall include that time at which the Obligees in the exercise of reasonable care, should have discovered such possible Employee Dishonesty Act. For purposes of this section, Obligees shall include officers or partners of the Obligees or Employees of the Obligees who have supervisory authority over other Employee(s).
13. This bond shall be deemed canceled in its entirety at 12:01 A.M. Standard Time upon the effective date specified in a written notice by the Obligees upon the Surety or by the Surety upon the Obligees or sent by mail. Such date, if the notice is served by the Surety, shall not be less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days from the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligees at its principle office shall be sufficient proof of receipt of notice. The Surety shall refund to the Obligees the unearned premium computed pro rata if this bond is canceled at the insistence of the Surety or at a short rate if canceled or reduced at the insistence of the Obligees.
14. The Obligees hereby warrants that neither the Obligees nor any Employee has committed any fraudulent or dishonest act in the service of any Subscriber, or otherwise. In the absence of any prior written agreement by the Surety, the Surety shall have no liability whatsoever if the Obligees or any Employee(s), prior to the issuance of this bond, committed any fraudulent or dishonest act which the Obligees (or any partner or officer of Obligees not in collusion with such Employee(s)) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of any predecessor in interest of Obligees covering Obligees or any Employee(s) shall have been canceled as to the Obligees or said Employee(s) by reason of: (a) the discovery of any fraudulent or dishonest act on the part of Obligees or said Employee or (b) the giving of written notice of cancellation as to Obligees or said Employee by any such surety or insurer whether Surety or not, and if Obligees or said Employee shall not have been reinstated under this coverage or any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section only, a fraudulent or dishonest act is defined as any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefore.

15. At the earliest practical moment after discovery of any potential Employee Dishonesty Act on the part of any Employee by the Obligee or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within 90 days after the criminal conviction of any Employee covered under this bond, shall file with the Surety affirmative proof of loss, including a certified copy of the final disposition of the criminal action, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the Employee Dishonesty Act causing such loss. If any limitation in this bond for cancellation, termination, giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
16. This bond does not apply:
  - (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond;
  - (b) To potential income, including but not limited to interest and dividends, not realized by Obligee or Subscriber because of a loss covered under this bond;
  - (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond; and
  - (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.
17. This bond shall inure to the benefit of the named Obligee only and no other person shall have any rights under this bond. The rights of the Obligee under this bond may **NOT** be transferred to any other person without the Surety's prior written consent.

Dated 11/18/2020 .

The Ohio Casualty Insurance Company

By: \_\_\_\_\_

C. Poindexter, Attorney-in-Fact



**THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO ESTABLISH ANY LOSS OR CLAIM.**