



**SPECIAL SERVICE CONTRACT  
BETWEEN «ORGANIZATION» AND  
PARK CITY MUNICIPAL CORPORATION  
FY2023**

THIS SPECIAL SERVICE CONTRACT, (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, (“Effective Date”), by and between the «**ORGANIZATION**», a Utah nonprofit corporation, (hereinafter “«Organization\_DBA»”) and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter “City”).

**WITNESSETH:**

WHEREAS, as part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City; and

WHEREAS, organizations must meet certain criteria in order to be eligible for a special service contract – accountability and sustainability of organization, program need and specific City benefit, fiscal stability and other financial support, and fair market value of the service; and

WHEREAS, service providers are eligible to apply for a special service contract every other biannual budget process and the City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City staff; and

WHEREAS, Section 10-7-85 of the Utah Code authorizes the City to provide for and appropriate funds for the support of mental health and substance abuse services for the purpose of enriching the lives of its residents; and

WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code and after public hearing, the City Council authorizes the provision of City services herein to a non-profit entity, regardless of the consideration Park City receives in return; and

WHEREAS, pursuant to Sections 10-8-2 and 10-7-85 of the Utah Code, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, notwithstanding the recitals above, the City desires to provide funds to various charitable organizations in exchange for services provided to the community equal in current fair market value to the City's contribution; and

WHEREAS, the Service Contract Subcommittee evaluated and approved the special service grant request by the «Organization\_DBA» for support and administration of its mental health and substance abuse programming.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**TERM AND ALLOCATION**

«Organization\_DBA» shall have a special service contract of which the execution date shall be the commencement of the term and the term shall terminate on June 30, 2023. The total contract amount will be «Total\_Written\_Award» («TOTAL\_AWARD») to be distributed upon execution of this agreement.

As part of this agreement, the organization shall report on mutually agreed upon Performance Measures as delineated in **Exhibit "A"** attached hereto and incorporated herein. Performance Measures are due within 30 days after the 2023 fiscal year (June 30, 2023) in order to receive future special service contract allocations.

**ARTICLE II**  
**SERVICES TO THE COMMUNITY**

In exchange for the City's contribution, «Organization\_DBA» agrees to provide its programming as outlined in the attached «Organization» Special Service Contract Application, attached hereto and incorporated herein by reference as **Exhibit "B."**

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

**ARTICLE III**  
**HOLD HARMLESS/NO AGENCY**

«Organization\_DBA» agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of «Organization\_DBA» in the performance of work under this Agreement. «Organization\_DBA» is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

**ARTICLE IV**  
**DISSOLUTION**

On dissolution of the organization or project, any remaining funds attributable to the City shall revert to the City.

**ARTICLE V**  
**RECORD KEEPING/AUDIT**

«Organization\_DBA» agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the grant money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the grant.

**ARTICLE VI**  
**USE OF FUNDS**

No public funds, materials, property or services received directly or indirectly under this Agreement shall be used for political purposes or to influence a ballot proposition.

**ARTICLE VII**  
**AMENDMENT**

This Agreement may be amended with the approval of the City Manager and the «Organization\_DBA». This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

**ARTICLE VIII**  
**NONAPPROPRIATION**

«Organization\_DBA» acknowledges that the City cannot contract for the payment of funds not yet appropriated. If the City Council fails to appropriate future funds, the City may, without penalty or liability, terminate this Agreement and the parties will not be liable for any future commitments, penalties, or damages of any kind.

**ARTICLE IX**  
**EFFECTIVE DATE**

The effective date of this Agreement is the date reflected above.

**PARK CITY MUNICIPAL CORPORATION, a**  
Utah municipal corporation

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Matt Dias, City Manager

Attest:

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Michelle Kellogg, City Recorder

Approved as to form:

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City Attorney's Office

**«ORGANIZATION»**,  
a Utah nonprofit corporation

By: \_\_\_\_\_  
«Executive\_Director», Executive Director

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

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SUMMIT            )

On this        day of                    , 2023, before me, the undersigned notary, personally appeared «Executive\_Director», Executive Director of «Organization», personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and they acknowledged that they signed it voluntarily for its stated purpose as Executive Director for «Organization», a Utah non-profit corporation.

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_

**Exhibit “A”**  
**Performance Measures**

As a part of monitoring performance of the Special Service Contract, the following Performance Measures will be required of «Organization»:

1. Provide a line-item accounting of how City-appropriated money has been used.
2. Summary Report on the overall project as outlined in the application, including any notable achievements, partnerships, and/or number of participants served (anything not identified in the application’s goals and objectives).
3. Share progress on the quantitative and qualitative goals identified in the application.

These Performance Measures are due within 30 days after the 2023 fiscal year (June 30, 2023) in order to receive future special service contract allocations.