

**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 ^{5.00} day of ^{June}, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **PARK SILLY SUNDAY MARKET**, a Utah non-profit corporation, ("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 the 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 One Hundred and Fifty Thousand Dollars (\$150,000), Fifty Thousand Dollars (\$50,000) annually.

The City has designated the Special Events 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 September 30, 2025, or earlier, 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:

The Service Provider agrees to provide a pre-event invoice to the Special Events Manager 30 days prior to the event, for up to fifty percent (50%) of the service cost. City agrees to pay the pre-event invoice within 30 days. City will pay the remaining amount of the service cost no later than sixty (60) days after completion of services or receipt of the final invoice, whichever is later.

The total fee for the Project shall not exceed **One Hundred and Fifty Thousand Dollars (\$150,000), Fifty Thousand Dollars (\$50,000) 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.

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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 the 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 the 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 the 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 the Service Provider of any requests made for disclosure of documents submitted under a claim of

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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 EMPLOYEES/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) individual(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

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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 the 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 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.

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- D. 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.
- E. Should any of the above described policies be canceled 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.
- G. 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.

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- 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 by its employees or subcontractors 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.

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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, ordinances, 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 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.

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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 affected 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.

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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.
- 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.

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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.

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.

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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

E3F905BB533F431...
City Recorder's Office

Approved as to form:

DocuSigned by:
Margaret Plane

11B5B6F4ACF34C7...
City Attorney's Office

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SERVICE PROVIDER:

PARK SILLY SUNDAY MARKET, a Utah non-profit corporation

Address: PO Box 684229

City, State, Zip: Park City, UT 84068

Tax ID#: 12228988-002-STC

PC Business License# B-013196

DocuSigned by:

Kate McChesney

E09E604FAF00435...

Signature

Kate McChesney

Printed name

Executive Director

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 _____, 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 Operating Agreement/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

Printed name _____

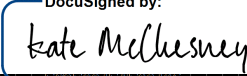
Signature: _____

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I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 1⁰⁰ day of June, 2023, at
Summit County, Utah (insert State and County here).

Printed name Kate McChesney

Signature: 
DocuSigned by:
E89E804FAF00435...

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EXHIBIT "A"

SCOPE OF SERVICES

Service Provider Requirements:

- The Service Provider will demonstrate strong organizational skills and be responsible for the coordination of event planning, logistics, and execution. Experience managing and coordinating large-scale public events is required.
- Experience in obtaining Utah Department of Alcoholic Beverage Control permits, interactions, enforcement, and compliance is required.
- The Special Events will take place on July 4th and Miners Day (Labor Day). The project will require working late and early hours for event preparations and breakdown, in addition to planning and meeting requirements between May 1 and September 30. It is the responsibility of the Service Provider to coordinate and manage vendors, entertainment, labor, and equipment required for event execution as part of the stipend. The City has a separate budget for the cost of event operations, which is not included in the Service Provider scope. The Service Provider will coordinate all aspects of the scope of the project with Park City Municipal Corporation's Special Events Department.
- Physical demands are required for this project. While performing the duties of this job, the Service Provider is frequently required to sit, stand, walk, run, talk, and hear. Additionally, they are required to use their hands to handle or operate objects, controls, or tools. The Service Provider must occasionally be able to lift and or move more than 40 pounds.
- The physical demands and work environments described herein are representative of those that must be met by the Service Provider to successfully perform the essential functions of the project. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Accommodation will be examined on a case-by-case basis.
- Work is performed both in a climate-controlled office setting, as well as performed in vehicles and outdoor settings, in all weather and temperature conditions. The work performed will require small amounts of travel to and from meetings, training, or public engagements. The tasks may involve periodic stressful situations.

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- The Service Provider must act professionally. They are responsible for answering emails and phone calls in a timely manner. The Service Provider will use their own personal cell phone, computer, and email for tasks as outlined in the scope.
- The Service Provider will coordinate directly with the Special Events staff for the project. The selected Service Provider should be prepared to demonstrate a willingness to work collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communication (both orally and written).
- The ability to work independently and handle multiple tasks simultaneously, as well as the ability to organize projects, manage vendors, meet deadlines, and coordinate between various individuals is required.

The Fourth of July Service Provider's Scope of Services includes providing the following tasks:

Vendor Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting event sponsors;
- Vendor coordination meetings;
- Mandatory vendor final pre-event meeting;
- Coordination of all activity providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks/Drone Show, etc.
- Securing entertainment for park and parade;
- First aid/lost and found, park access/security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and parking mitigation in coordination with Transportation Planning; and
- Park activity volunteer coordination.

Parade & Participant Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July Parade, including:

- Mandatory parade participant pre-event meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of parade volunteers;

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- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with Transportation Planning and Community Engagement; and
- Participating In parade safety and security planning.

Drone Show & Evening Event Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July Drone Show and evening events, including:

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Coordinating the event with Transportation Planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit, and taxi/rideshare coordination; and
- Afternoon/ evening activities and coordination at Park City Mountain Resort Base.

Volunteer Coordination - Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory volunteer pre-event/appreciation meeting;
- City Park Vendor activities;
- Parade course and participants;
- Post event clean up; and
- PR and outreach.

An anticipated schedule of work requirements for the Service Provider is outlined below.

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Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of May 14	10	Regular Work Week and Business Hours	Coordination Meetings, Final DRAFT Review of parade, volunteer and vendor applications
Week of May 14	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 14	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due
Week of May 21	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of May 28	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 4	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportation and Communications Plans Due
Week of June 11	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 18	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize all parade, and city park operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and Transportation Mitiation Messaging
Week of June 25	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event planning and logistics. Final permitting and planning with SE team.
Week of July 2	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Friday through Wednesday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 11	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 16	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 30	5	Regular Work Week and Business Hours	Final wrap of event
Total Hours for the Project	215		

The Miner's Day Service Provider Scope of Service includes providing the following tasks:

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Vendor Coordination – Under the direction of the Special Events Department, the Service Provider is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting event sponsors;
- Vendor coordination meetings;
- Mandatory vendor final pre-event meeting;
- Coordination of all activity providers – face painting, petting zoo, rock climb, kid’s games, live music, mucking and drilling, beer garden, and food trucks;
- Securing entertainment for the park and parade;
- First aid/lost and found, park access/security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power, and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Mucking & Drilling Coordination – Under the direction of the Special Events Department, the Service Provider is responsible for coordinating Mucking and Drilling, including, but not limited to:

- Soliciting Miners to participate in the competition;
- Acquiring and moving muck and rocks;
- Scheduling pre-meetings as necessary;
- Securing announcer for Muck and Drilling Event;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power, and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Volunteer Coordination.

Volunteer Coordination - Under the direction of the Special Events Department, the Service Provider is responsible for coordinating the Miner’s Day volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory Volunteer Pre-Event/Appreciation Meeting;
- City Park Vendor Activities;
- Parade Course and Participants;
- Post Event Clean Up; and

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- PR and outreach.

An anticipated schedule of work requirements for the Service Provider is outlined below.

Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of July 30	30	Regular Work Week and Business Hours	Introductory Meetings, Event details and review work plan. Coordination Meetings, review and release vendor and volunteer applications. Draft site plans.
Week of August 6	15	Regular Work Week and Business Hours	Coordination for City Park Vendors, Mucking and Drilling Competitors, Finalize Site Plans, Coordinate Transportation and Communication Plans.
Week of August 13	15	Regular Work Week and Business Hours	Finalize Volunteer Positions, Muck & Drill Positions due, Transportation and Communications Plans Due
Week of August 20	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of August 21	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize city park operations and logistics. This includes separate volunteer, and vendor information meetings. Full execution of Communications and Transportation Mitigation Messaging
Week of August 27	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Wednesday through Monday, Miner's Day requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of September 3	20	Regular Work Week and Business Hours	Event execution Wednesday through Monday, Miner's Day requires up to 20 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of September 24	5	Regular Work Week and Business Hours	Summary and debrief meetings, final wrap of event provided to Event Department.
Total Hours for the Project	130		

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Invoice Obligations

The Service Provider agrees to provide a pre-event invoice to the Special Events Manager 30 days prior to the event, for up to fifty percent (50%) of the service cost. City agrees to pay the pre-event invoice within 30 days. City will pay the remaining amount of the service cost no later than sixty (60) days after completion of services or receipt of final invoice, whichever is later.

