

## **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 28th day of June, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **FIREFLY DRONE SHOWS, LLC**, a Michigan 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 total fee for the Project shall not exceed **\$48,500.00**.

The City has designated the Special Event 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 the commencement of the term and the term shall terminate on July 14, 2023, or earlier unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made 50% at the execution of this Agreement, and 50% at the completion of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “**Exhibit B,**” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the Project Manager or his/her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. FLIGHT PLAN**

- A. The Service Provider shall prepare a written or verbal flight plan before operating any unmanned aerial vehicles (“UAV”) on this Project. Such flight plan shall include the operational objective, surrounding buildings, and other typography, weather patterns, time of day, or special events, safeguards for privacy, and notification of nearby third parties potentially impacted by the Service Provider’s operation of UAV.

**5. RECORDS AND INSPECTIONS.**

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

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

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 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

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

Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

### **6. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

### **7. 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.

### **8. 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

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

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.

### **9. 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. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance 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.
- E. Unmanned Aircraft Liability coverage with minimum limits of at least Two Million Dollars (\$2,000,000) per occurrence with a waiver of subrogation in favor of Park City Municipal Corporation and Park City Mountain Resort.
- F. Park City Municipal Corporation, and Park City Mountain Resort, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability, auto liability, and unmanned aircraft 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.
- G. 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.
- 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.

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

### **10. 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).

### **11. 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 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.

### **12. REPRESENTATIONS AND WARRANTIES.**

- A. The Service Provider has obtained all permits or exceptions required by law to operate UAV in connection with the Services and its operators have received the necessary training, certifications, and licenses as required by the applicable jurisdiction. The City retains the right to request proof of applicable certifications and licenses from the Service Provider.
- B. The Service Provider shall observe all applicable laws, regulations, and rules in connection with the Services, including but not limited to those related to UAV operations, privacy, trespass, and safety.

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

- C. Any UAV operated by the Service Provider in the performance of the Services shall be properly maintained and airworthy.

### **13. 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.

### **14. 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.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.



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

- 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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

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

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.

### **19. 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.

### **20. 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.

### **21. 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.

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

### **22. 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.

### **23. 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.

### **24. 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.

### **25. 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.

# 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, City Manager

Attest:

DocuSigned by:  
  
\_\_\_\_\_  
Michelle Kellogg  
City Recorder's Office

Approved as to form:

DocuSigned by:  
  
\_\_\_\_\_  
Margaret Plare  
City Attorney's Office

limited liability company

**FIREFLY DRONE SHOWS, LLC**, a Michigan

Address: 5105 Williams Lake Road  
City, State, Zip: Waterford, MI 48329

Tax ID#: 35 - 2784866

DocuSigned by:  
  
Signature

kyle Dorosz  
Printed name

President  
Title

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

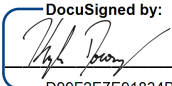
STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of June 2023, \_\_\_\_\_ 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 FIREFLY DRONE SHOWS, LLC, a Michigan 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 FIREFLY DRONE SHOWS, LLC, a Michigan 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 28 day of June, 2023 at oakland County, MI (insert State and County here).

Printed name Kyle Dorosz

Signature:  D99F2E7E91834BB...

**EXHIBIT "A"**

**SCOPE OF SERVICES**

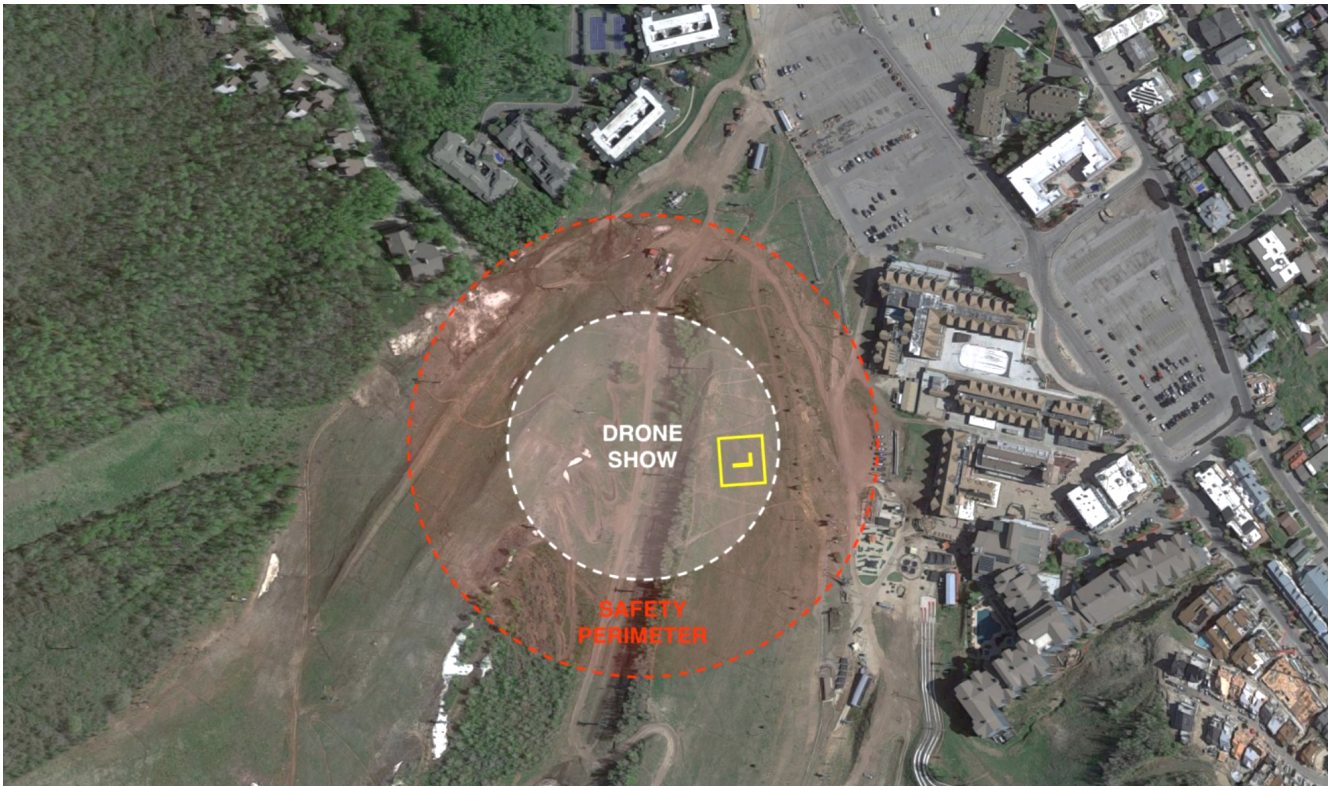


## OPERATING AREA

On July 4th, 2023, Firefly Drone Shows LLC proposes the operation of a 200-drone show performance for Park City Municipal Corporation.

**Location:** 40°39'05"N 111°30'38"W

Safety perimeter map including the launch location provided below:  
Park City Municipal Corporation Safety Perimeter Diagram



**Updated location:** The proposed location is provided in the form of longitudinal and latitudinal coordinates and displayed in the site map above. This location is a slight variation of the initially suggested location by Park city. The reasoning for this change is to allow the full size of our drone show formations to be placed out of the general public's common areas nearby the initially suggested location. By relocating the launch location/operating area a few hundred feet southwest, we allow for the drone show safety perimeter to be more manageable to maintain during the duration of the show. By limiting the amount of walkways and high traffic areas, along with eliminating the chance of nearby residence buildings from existing within the safety perimeter, the newly proposed launch location/operating area is Firefly's preferred location. **Please note:** *In the scenario that the newly proposed location is outside of Park City's desired scope, Firefly can certainly explore an updated configuration to better reflect the scope.*

## OPERATIONS: FLIGHT PLAN

### 1.1 Event Details

**Project:** Park City 4th of July Celebration

**Date:** 7/4/23

**Location:** 40°39'05"N 111°30'38"W

**Time Frame:** 9:30PM - 10:30PM

**Altitude:** 0-400 ft AGL

**NM Radius:** < .10

**Operations Overview:** Firefly will operate 200 sUAS simultaneously under waiver 107W-2022-00713 on the date, time frame, and location specified above. The purpose of the operation is to provide a night time drone light show for the attendees of the Park City 4th of July Event. Only when the operating area is clear of and secure of all bystanders will the operation commence. All appropriate fail safes will be programmed prior to the operation. These include, max altitude, dual layer geofencing, battery voltage, etc. The Remote Pilot in Command (RPIC) will count into the takeoff sequence of the fleet. All Visual Observers (VO's) will be monitoring takeoff to notify the RPIC of any unforeseen issues. Once airborne, the operation will last approximately 15 minutes, making various designs, shapes and text. At the end of the show, all sUAS will return to the grid formation before initiating their return to launch sequence. Once landed they will automatically disarm. No less than 72 hours prior to operation, the local Flight Standards District Office (FSDO) will be notified. No less than 24 hours prior to the operation a Notice to Airmen will be published listing the location and timing details mentioned above.

## SECTION 2 SAFETY OPERATING PROTOCOLS

### 2.1 Operating Area Requirements

#### 2.1.1 Sterile Environment

All flights will be conducted in a unique and restricted environment. Prior to each flight, the RPIC and the VO must become familiar with the boundaries and topography of the site operating area and the RPIC must take caution not to exceed those boundaries during flight. sUAS operations personnel will sweep and secure the operations area to ensure that the environment remains free of nonparticipating persons and vehicles. Firefly Drone Shows, LLC will coordinate with local jurisdictions to ensure compliance with all local permitting and regulatory requirements.

The operating area consists of any property in which the sUAS are operating directly over top of. Firefly Drone Shows, LLC's personnel will ensure that no nonparticipating persons are allowed within the operating area except those consenting to be involved and necessary for operation.

## 2.2 Failsafe Procedures

### 2.2.1 Lost Link Landing Sequence

In the event that the sUAS loses its data link signal, the aircraft will initiate its Land procedure. Once initiated, the sUAS will enter a hover in its current position and begin to descend slowly. The aircraft is programmed to disarm itself once it reaches the ground, and detects that it is no longer descending.

### 2.2.2 Lost GPS Signal Landing Sequence

In the event that the sUAS loses its GPS signal, the aircraft will initiate its landing procedure. During the landing procedure, the sUAS will enter a stabilized hover and begin to descend slowly. The aircraft is programmed to disarm itself once it reaches the ground, and detects that it is no longer descending.

### 2.2.3 Aircraft Failure Procedure

In the event that an individual or multiple sUAS have an in-flight failure, the FFDS will immediately detect the issue and disarm the aircraft allowing it to fall safely within the sterile operating area.

In the unlikely event that the FFDS does not trigger the sUAS to disarm, the RPIC has the ability to manually disarm any sUAS from the Ground Station. If the RPIC or any of the VOs notice an in-flight failure the RPIC will identify which sUAS in the swarm are having a failure by using all available flight data. The GCS provides the RPIC with a 3D visual representation of all aircrafts in flight which includes the aircraft's position, orientation, vibration, speed, and other critical flight data. Using this data the RPIC can pinpoint which sUAS are having a failure.

Once all the sUAS with the failures are identified, the PIC has the following abilities.

- Hold the sUAS in its current position;
- Land the sUAS;
- Put the sUAS into Return to Home; and
- Disarm the aircraft.

The RPIC will use his or her best judgment to remedy the failure and safely fly the sUAS(s) with the failures away from the swarm and land it in a safe area.

### 2.2.4 Ground Control Station Failure

The GCS will consist of at least two computers to control the sUAS swarm. One computer will be the primary GCS and the second computer will be used as a backup GCS. Both the primary and backup GCS will be running the GCS software simultaneously. In addition, both the primary and backup GCS will have a secondary GCS software installed to control the drones in the event that there is a software failure.

In the event that the primary GCS fails, the RPIC will use the backup GCS to regain control of the sUAS swarm and land safely. If the RPIC determines that the GCS failure is not caused by the computer and that the failure is due to the GCS software, the RPIC can use either the primary or backup GCS computer to run the secondary GCS software to regain control of the sUAS swarm and land safely.

### 2.2.5 Flight Operation Boundary Recovery Sequence

In the event that a sUAS comes in contact with any part of the first layer of the Fly Fence during a mission, the sUAS will immediately hold position and land in a safe and controlled manner.

In the event that a flyaway aircraft is experiencing a severe in-flight failure causing the aircraft to quickly fly out of the first layer of the Fly Fence, the second layer of the Fly Fence will immediately disarm the aircraft when it crosses through the boundary causing the drone to fall to the ground safely within the sterile environment.

### 2.2.6 Intruding Personnel Procedure

In the event that a person is detected within the operating area, the VOs will immediately notify the RPIC of the intruding person and their location. The RPIC, using the ground station controls and information, will then navigate any and all sUAS away from the intruding person and to a safe area to land as quickly and safely as possible.

### 2.2.7 Intruding Aircraft Procedure

In the event that an aircraft is detected in the sterile operating area, the RPIC will immediately navigate any or all sUAS away from the detected aircraft and land the sUAS as quickly and safely as possible.

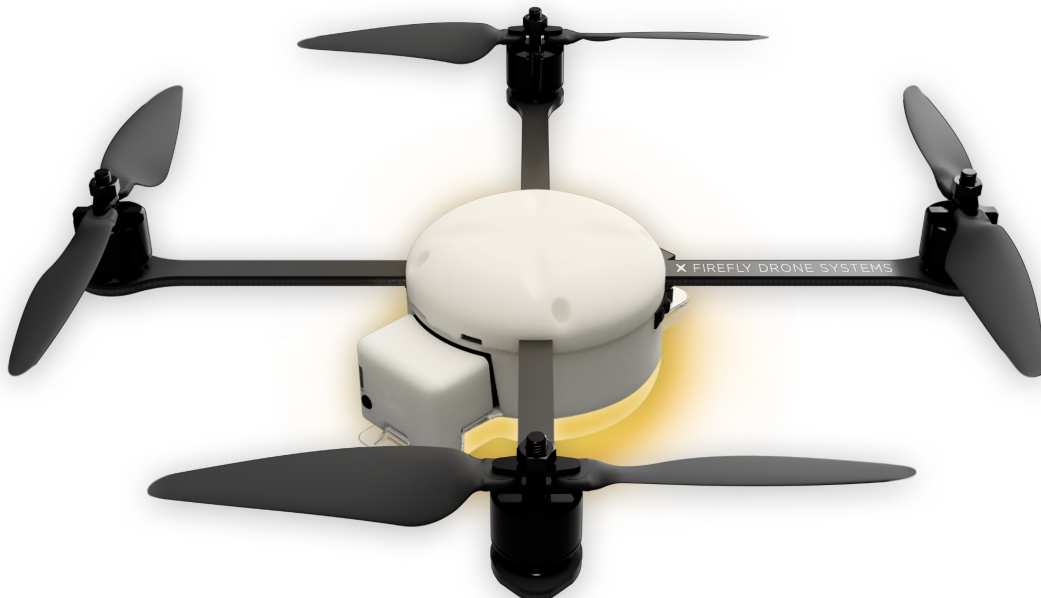
In the unlikely event that an aircraft does enter the sterile operating area during a loss link Land procedure, the RPIC, with the help of any and all VOs, will determine which sUAS pose a threat to the detected aircraft. Once determined, the RPIC, will kill power to the threatening sUAS and allow them to fall within the sterile operating area to get them out of harm's way of the detected aircraft intruding on the operating area.

## SECTION 3 AIRCRAFT DETAILS AND LIMITATIONS

3.1. Model - FireflyV1.0 is an F330 sized Quadcopter built and maintained by Firefly. Our drones have been designed specifically for the purpose of drone light displays.

### 3.2. Aircraft Specifics

- Operating mass of 2.2lbs
- Top speed of 15mph per FAA waiver
- 9 inch propellers
- Flight time 22 min
- Wind threshold of 25 mph at 400ft
- Max ceiling 400 per FAA waiver
- Powered by 3s 4400mah Lipo Battery
- Three Quarter View Below:



## PRODUCTION TIMELINE

| Action Item                      | Date Completed      |
|----------------------------------|---------------------|
| Initial Creative Call            | Jun 5, 2023         |
| Initial Design Preview Presented | Jun 16, 2023        |
| Creative Finalized               | Jun 23, 2023        |
| Rehearsal at Test Field          | Jun 26, 2023        |
| Safety Call                      | Jul 26, 2023        |
| Logistics Finalized              | Jun 28, 2023        |
| Load-in Onsite                   | Jul 4, 2023 3:00pm  |
| Sound Check                      | Jul 4, 2023 5:00pm  |
| Sunset                           | Jul 4, 2023 9:00pm  |
| Safety Perimeter Secured         | Jul 4, 2023 9:00pm  |
| Showtime                         | Jul 4, 2023 9:30pm  |
| Safety Perimeter Lifted          | Jul 4, 2023 9:45pm  |
| Load-out                         | Jul 4, 2023 11:00pm |

**Please Note:** This timeline serves as an estimate for lead time and planning purposes. However these are set dates and times above, Firefly is capable of accommodating our client's desired production timeline to the best of our ability.

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2023

**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><br>MFE Insurance Brokerage<br>1019 E. 4th Pl.<br>Los Angeles, CA 90013<br><br>Phone No. (213) 634-2500      Fax No. (213) 640-5000 | <b>CONTACT NAME:</b> Pete Gyben<br><b>PHONE (A/C, No, Ext):</b> (213) 634-2500 <b>FAX (A/C, No):</b> (213) 640-5000<br><b>E-MAIL ADDRESS:</b> pete@mfeinsurance.com<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> AGL - American Guarantee and Liability Insurance Company</td> <td style="text-align: center;">26247</td> </tr> <tr> <td><b>INSURER B:</b> ZAI - Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> AGL - American Guarantee and Liability Insurance Company | 26247 | <b>INSURER B:</b> ZAI - Zurich American Insurance Company | 16535 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|--|---|-------------------------------|--------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> AGL - American Guarantee and Liability Insurance Company   | 26247   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> ZAI - Zurich American Insurance Company  | 16535   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Firefly Drone Shows<br>5105 Williams Lake Road<br>Waterford, MI 48329<br><br>Phone No. (248) 990-2754      Fax No.               | APPROVED  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES      CERTIFICATE NUMBER: 1044471      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   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| ZAI      | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:          | X         | X        | FLM1402093-00 | 07/04/2023              | 07/06/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| ZAI      | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER: | X         |          | FLM1402093-00 | 07/04/2023              | 07/06/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ Included<br>BODILY INJURY (Per accident) \$ Included<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| AGL      | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          | SXS4574988-00 | 07/04/2023              | 07/06/2023              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**  
 Park City Municipal Corporation and Park City Mountain is hereby named an additional insured. For any claims related to this permit, the Permittees 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 Permittees insurance and shall not contribute with it.

Coverage Location: United States & Canada  
 Production July 4th Park City  
 All coverages expire at 12:01 a.m. Standard Time.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Park City Municipal Corporation<br>PO Box 1480<br>Park City, UT 84060<br>United States Of America<br><br>Phone No.      Fax No. | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|



# CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

|   |   |                 |
|---|---|-----------------|
| Date: June 26, 2023<br>This is to certify to:<br>Park City Municipal Corporation<br>PO Box 1480<br>Park City , UT 84060<br>Park City Mountain Resort<br>1345 Lowell Avenue<br>Park City , UT 84060        | That the following policy has been issued to:<br>FIREFLY DRONE SHOWS, LLC.<br>c/o KYLE DOROSZ<br>5105 WILLIAMS LAKE ROAD<br>WATERFORD, MI 48329 | <b>APPROVED</b> |
| <hr/> Policy No. 9039832 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.<br>Policy Period: from July 04, 2023 to July 05, 2023 Policy Territory: Worldwide |   |                 |

| <b>AIRCRAFT AND COMMERCIAL GENERAL AVIATION LIABILITY</b>                                |                             |
|--|-----------------------------|
| <u>Coverages</u>   | <u>Limits of Liability</u>  |
| Single Limit Bodily Injury and Property Damage   | \$2,000,000 Each Occurrence |
| Third Party War Liability  | \$2,000,000 Aggregate       |
| <b>AIRCRAFT PHYSICAL DAMAGE</b>  |                             |
| Policy includes Physical Damage Coverage with insured values as set forth in the policy. |                             |

Aircraft Description: All unmanned aircraft owned or operated by the Named Insured

Policy includes Commercial General Aviation Liability coverages, with limits as shown in the policy.

Solely as respects an occurrence arising out of the ownership, maintenance or use of an unmanned aircraft insured under this policy and solely to the extent required in an agreement with the Named Insured, the following provisions shall apply:

The WHO IS AN INSURED section of the policy is amended to include the certificate addressee as an insured, but only as respects the Named Insured's use of the aircraft and only with respect to the certificate addressee's liability because of acts or omissions of the Named Insured. However, no such person or organization is an Insured if he, she, or it, or any of his, her, or its agents or employees is engaged in the manufacture, maintenance, repair, or sale of aircraft, aircraft engines, components or accessories, or in the operation of any airport, hangar, flying school, flight service, or aircraft or piloting service, as respects any occurrence arising out of such activity.

The insurance, as to the interest of the certificate addressee, shall be primary without right of contribution by any other valid and collectible insurance available to the certificate addressee.

We waive any right of recovery we may have against the certificate addressee because of payments it makes for physical damage to aircraft described in this certificate, but only to the same extent that the Named Insured has waived its right for recovery for such physical damage against the certificate addressee.

If the certificate addressee information shown on this certificate includes a valid mailing address, we agree to give 30 days (10 if cancelled for non-payment of premium) notice to the certificate addressee in the event the policy is cancelled or materially changed by us.

The certificate addressee has either (a) leased the aircraft described in this certificate to the Named Insured, or (b) hired the Named Insured to manage the aircraft described in this certificate.

As respects liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of aircraft described in this certificate, the WHO IS AN INSURED section of the policy is amended to include the certificate addressee as an insured. However, the certificate addressee is not an Insured as respects his, her, or its liability for the design, manufacture, sale, or modification of the aircraft.

The insurance, as to the interest of the certificate addressee, shall be primary without right of contribution by any other valid and collectible insurance available to the certificate addressee.

The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage to aircraft described in this certificate, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against the certificate addressee.

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in the policy to the first Named Insured, the insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each insured against whom claim is made or suit is brought.

The Company agrees to give 30 days notice (10 if cancelled for non-payment of premium) to the certificate addressee in the event the policy is cancelled by the Company.

The policy has been endorsed to include a Physical Damage Additional Interest Endorsement which includes (1) a loss payable provision in favor of the certificate addressee for physical damage to the aircraft described in this certificate; (2) protects the right of the certificate addressee to receive payment for such physical damage should the Company deny coverage to the Named Insured for any claim it makes for such physical damage because of its acts or because it has failed to comply with the terms of the policy; and (3) makes provision for 30 days written notice of cancellation to the certificate addressee in the event the Company elects to cancel the policy (10 days if cancelled for non-payment of premium).

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

