



**PUBLIC SERVICE CONTRACT
BETWEEN [ORGANIZATION] AND
PARK CITY MUNICIPAL CORPORATION**

THIS PUBLIC SERVICE CONTRACT, (hereinafter “Agreement”) is made and entered into this [date], (“Effective Date”), by and between [ORGANIZATION], a Utah nonprofit corporation and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter “City”).

WITNESSETH:

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

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

WHEREAS, the City awards Public Service Contracts through a competitive process administered by the Nonprofit Services Advisory Committee and City staff; and

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

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

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

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

WHEREAS, the Nonprofit Services Advisory Committee evaluated and forwarded for City Council approval a public service grant request of

[ORGANIZATION] for support and administration of its [PRIORITY AREA] programming.

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

ARTICLE I
TERM AND ALLOCATION

[ORGANIZATION] shall have a Public Service Contract through the end of fiscal year [year]. The total contract amount will be \$[TOTAL AMOUNT]. Eighty percent (80%) of the annual appropriation of \$[ANNUAL AMMOUNT] will be available at the beginning of the fiscal year, with the remaining twenty percent (20%) to be distributed upon demonstration through quantifiable and qualified measures that the program has provided public services meeting its goals and mutually agreed upon Performance Measures as delineated in **Attachment A** attached hereto and incorporated herein.

ARTICLE II
SERVICES TO THE COMMUNITY

In exchange for the City's contribution, [ORGANIZATION] agrees to provide its programming as outlined in the [ORGANIZATION] Public Service Contract Application, attached hereto and incorporated herein by reference as **Attachment B**.

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

ARTICLE III
HOLD HARMLESS/NO AGENCY

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

ARTICLE IV
DISSOLUTION

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

ARTICLE V
RECORD KEEPING/AUDIT

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

ARTICLE VI
USE OF FUNDS

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

ARTICLE VII
AMENDMENT

This Agreement may be amended with the approval of the City Manager and [ORGANIZATION]. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VIII
NONAPPROPRIATION

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

ARTICLE IX
EFFECTIVE DATE

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DRAFT

[ORGANIZATION]
a Utah nonprofit corporation

By: _____

DRAFT

Attachment A - Performance Measures

As a part of monitoring performance of the Public Service Contract, the following Performance Measures will be required of [ORGANIZATION]:

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

This information will need to be provided for City Council within 30 days after the last quarter of each calendar year (Due by Jan. 30), and again within 30 days after the end of each fiscal year (Due by July 30) in order to receive future allocations, unless an alternate due date is agreed upon by the City.