

Park City Municipal Corporation
REQUEST FOR PROPOSALS FOR

PUBLIC DEFENDER LEGAL SERVICES
REVISED

(ALL REVISIONS ARE IN RED BELOW)

**NOTICE
REQUEST FOR PROPOSALS**

Public Defender Legal Services

PROPOSALS DUE: **5:00 PM on Friday, July 1, 2016**

PROJECT LOCATION: 445 Marsac Avenue, Park City, UT 84060

OWNER: Park City Municipal Corporation
 P.O. Box 1480
 Park City, UT 84060

CONTACT: Karen Anderson, Deputy City
 Recorder karen.anderson@parkcity.org;
 (435) 615-3030 (phone)
 (435) 615-4901 (fax)
 All questions shall be submitted in writing no later than
 Friday, June 24, 2016

**Park City reserves the right to reject any or all proposals received.
Furthermore, the City shall have the right to waive any informality or
technicality in proposals received when in the best interest of the City.**

I. Introduction

The City desires to have legal services and tasks performed requiring specialized skills and other supportive capabilities by a qualified Public Defender.

II. Purpose of Project

The Public Defender will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department.

III. Scope of Project

A. The Public Defender will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The Public Defender agrees to be available in the courtroom at the Summit County Justice Center, 6300 North Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar.

B. Public Defender will be appointed as the Public Defender only on those cases which are to be prosecuted by the Park City Prosecutor in the capacity as the Park City Prosecutor.

C. The City will contract out and arrange for any case for which Public Defender cannot represent indigent Defendants due to a conflict of interest. Public Defender is required to immediately inform City Attorney of any such conflict.

D. The term of this agreement shall be for two (2) years, with the City's sole option to renew for an additional one (1) year.

V. Content of Proposal

Proposals will be evaluated on the criteria listed below.

1. The demonstrated experience and legal qualifications of the applicant;
2. The ability and willingness of the applicant to fulfill all required duties;
3. Acceptance of the terms of Park City Municipal Corporation's Public Defender Agreement.

Proposals must include, but are not limited to:

A detailed statement of past criminal practice experience, including jurisdictions, types of cases, any noteworthy cases and any other relevant legal experience. The proposal should address the applicant's qualifications for each required duty.

Qualifications and duties:

1. Applicant is a member in good standing of the Utah Bar and will maintain active membership in the Bar throughout the term of the contract.
2. Applicant is competent in the practice of criminal law, with a minimum of three to five years' experience as a criminal defense attorney.
3. Applicant is a citizen of the United States or permanent resident alien.
4. Attorney shall be available to meet clients in Park City or Western Summit County outside of the weekly arraignment calendar and this information shall be made known to the clients served under this agreement. ~~Applicant has and will maintain a bona-fide office in Park City at which to conduct business, which shall be made known to the clients served pursuant to the Public Defender agreement.~~
5. Applicant is not party to any litigation which would place his licensing or standing with the Utah Bar in jeopardy.
6. Applicant has and will maintain while serving as Public Defender professional malpractice insurance with, at a minimum, limits of \$1,000,000.00 per person and an aggregate of \$1,000,000.00 per occurrence .
7. Applicant will maintain sufficient continuing professional education credits while serving as Public Defender in order to keep abreast of all current legal trends.
8. While serving as Public Defender, applicant will be available and accessible to indigent clients reasonably in advance of any hearing or trial, make reasonable efforts to visit indigent defendants who are incarcerated in the Summit County Jail, admitted to a hospital or otherwise confined at the earliest possible moment; return telephone calls as soon as reasonably possible and otherwise be reasonably accessible to all indigent defendants.
9. Public Defender will confer with clients, attend all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including, but not limited to probation revocation hearings and restitution hearings.
10. Attorney will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible

for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The Public Defender agrees to be available in the courtroom at the Summit County Justice Center, 6300 N. Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar. Public Defender will always appear for his assigned indigent defendants whenever and wherever Court is held on their cases. Prior history shows the average number of court days per month to be four and the average number of hours per month from 12 to 18.

11. Public Defender will maintain adequate and proper records of the representation for each assigned indigent defendant.
12. Public Defender will provide the Park City Council an annual ~~bi-annual~~ report of the number and types of cases or matters handled, specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements and/or such other factors or statistical information as may be reasonably requested by the City that do not violate attorney-client privilege.
13. ~~Public Defender will represent clients through appeal, if warranted. Public Defender will represent clients through filing a notice of appeal, if warranted, and will turn over records within Public Defender's possession to Appellate Counsel.~~

Compensation

1. The City will compensate Public Defender for his/her actual time in providing legal service to Defendants pursuant to the Agreement with the Park City Municipal Corporation.
2. Public Defender will receive an hourly rate as stated in the Agreement with the Park City Municipal Corporation.
3. The City will reimburse Public Defender for out-of-pocket expenses, such as extraordinary investigations, subpoenas, or expert witnesses.
4. The City will not reimburse Public Defender for travel time to and from court or for costs of doing business, e.g. secretarial/legal assistant support, phone, and/or copying costs.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

VI. Submittal Requirements:

Applicants must submit **2** copies of their proposal, not to exceed 10 pages. Proposals must include a current resume and references.

Basic Information

Project Title Public Defender Legal Services

Send Bids to: Karen Anderson, Deputy City Recorder
445 Marsac Avenue
PO Box 1480
Park City, UT 84060

Questions: Karen Anderson, Deputy City Recorder
karen.anderson@parkcity.org
(435) 615-5186 (phone)
(435) 615-3030 (fax)

All questions are required to be made in writing to the above designated party. Any questions that are submitted and deemed applicable to all applicants will be posted on the Park City website with the answer. The questions and answers can be found at www.parkcity.org under the RFP section. Questions may be submitted after May 30, 2016.

Timeline:

Deadline to Submit: 5:00 pm on Friday, July 1, 2016

Anticipated Date of
Council Approval: July 21, 2016

Park City Municipal Corporation reserves the right to change any dates or deadlines.

VII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. Park City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. The nature and extent of requested changes to our contract (e.g. unwillingness to comply with our insurance/indemnity provision) counts against a bidder.

G. Price may not be the sole deciding factor.

H. The selected contractor will be expected to enter into a service agreement with the City, a copy of which is attached hereto.

I. The City reserves the right to award a conflict or back up Attorney from the submitted pool or separately.

PARK CITY MUNICIPAL CORPORATION SERVICE AGREEMENT
PROVIDER/PROFESSION SERVICE AGREEMENT FOR PUBLIC
DEFENDER SERVICES

THIS AGREEMENT is made and entered into in duplicate this ____day of June, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, hereinafter referred to as “Attorney”.

WITNESSETH:

WHEREAS, pursuant to Utah Code Ann. §77-32-101 et. seq. (1953 as amended), the City is obligated to provide for the defense of an indigent adult and juvenile in criminal cases and eligible for appointment of counsel by the Justice and District Courts in the Third District Court, Park City Department, Park City, Utah; and

WHEREAS, the City may fulfill the statutory obligation through the appointment of qualified legal counsel who may provide the indigent legal services required by Utah Code Ann. §77-32-301 and §77-32-304; and

WHEREAS, sufficient City resources are not available to provide such legal services; and

WHEREAS, Attorney is a qualified and competent attorney, licensed to practice law in the State of Utah and is willing to enter into this agreement with the City and is willing and desirous to perform the necessary legal services for indigent defendants;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

A. REPRESENTATION

- i. Utah Code Ann. §77-32-301 requires Municipalities “[t]o provide counsel for each indigent who faces the substantial probability of the deprivation of the indigent’s liberty.”
- ii. Pursuant to statutory directive, Attorney shall provide competent legal counsel in criminal matters for persons charged with criminal acts in the Justice or District Courts of Summit County (hereinafter “indigent defendant(s)”) except as specifically excluded by Section 13 below. These criminal matters may only include those matters which the Justice Court has jurisdiction pursuant to UCA 78A-7-106 or appeals therefrom.

- lii. Attorney shall cooperate with the courts to obtain an affidavit from the individual defendant averring his/her inability to pay for private counsel. The affidavit shall comply with the requirements of Utah Code Ann. §77-32-202. Attorney agrees not to act in a case until the court has issued its order of appointment. Attorney further agrees to promptly notify the court of any changes with regard to the indigent status of a defendant, which changes would affect the qualifying of the defendant for court-appointed counsel. Attorney also agrees to assist the courts and the City Attorney's Office in providing information necessary to recover costs pursuant to Utah Code Ann. §77-32-202(6).

B. QUALIFICATIONS

- i. By his/her signature below, Attorney certifies that he is a member in good standing of the Utah Bar and that he is competent in the criminal practice of law. Attorney further certifies that he shall, at all times during the period of this contract, maintain his/her status as a member in good standing of the Utah Bar.
- ii. In the event that Attorney fails to maintain Utah State Bar membership, this Agreement will be rendered null and void, and no further payment under this Agreement will be made to Attorney unless and until he or she has remedied any defect in the licensure.
- iii. Attorney certifies that he is a citizen of the United States or permanent resident alien.
- iv. Attorney shall be available to meet clients in Park City or Western Summit County outside of the weekly arraignment calendar and this information shall be made known to the clients served under this agreement.
- v. In the event of any change of address, on-going conflict of interest, conflicting litigation or inability to practice law, the Attorney shall promptly notify the City in writing of such change of status.
- vi. Attorney shall keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this agreement.

C. BASE DUTIES OF ATTORNEY

In exchange for the base compensation described in Section 3 below, Attorney agrees to provide the following base duties in his/her representation of indigent defendants:

- i. Attorney will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The Public Defender agrees to be available in the courtroom at the Summit County Justice Center, 6300 N. Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar.
- ii. Attorney will be appointed as the Public Defender only on those cases which are to be prosecuted by the Park City Prosecutor in the capacity as the Park City Prosecutor.
- iii. The City will contract out and arrange for any case for which Attorney cannot represent indigent Defendants due to a conflict of interest. Attorney is required to immediately inform the Court and the City Attorney of any such conflict.
- iv. Pursuant to Utah Code Ann. §77-32-301, Attorney shall, subject to the exclusions of Section 13 below, provide competent and timely representation and counsel for each indigent defendant who has been charged by the City Attorney's Office with violations of Utah law or City Ordinances in proceedings before the Justice or District Courts of Summit County and who faces the substantial probability of the deprivation of liberty as outlined in Section A above.
- v. It is understood and agreed that accessibility to indigent defendants is an integral consideration in the making of this agreement and therefore the Attorney agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial. Attorney also agrees to make reasonable efforts to visit indigent defendants who are incarcerated in the Summit County Jail or other jail, admitted to a hospital or otherwise confined at the earliest possible moment; to return telephone calls as soon as reasonably possible and to otherwise be reasonably accessible to all indigent defendants.
- vi. Attorney shall, subject to the exclusions of Section 13 below, provide legal representation to indigent defendants in all matters involving criminal charges and for which the City is obligated by statute to provide legal services. The representation shall include conferring with clients, attending all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including, but not limited to probation revocation hearings and restitution hearings.

- vii. In the event of a scheduling conflict, Attorney must make his/her best effort to ensure that the representation under this contract is the first priority in scheduling. In the event Attorney requires that a matter assigned to him be temporarily reassigned on the basis of a scheduling conflict, the Attorney shall use only those attorneys on the approved conflict counsel list.
- viii. Attorney is responsible to always appear for his/her assigned indigent defendants on cases subject to this Agreement whenever and wherever Court is held on their cases, including when those appearances are in District Court.
- ~~ix. Representation of indigent defendants shall be up to and including the filing of the first notice of appeal (see Section 1.D below).~~

D. APPEAL

In addition to the base legal services described in Section 1.C above, Attorney shall, if appropriate, file a notice of appeal to the Summit County District Court, Third Judicial District within thirty (30) days of a conviction or final judgment against client upon consultation with and direction of his/her client based on a good faith belief the claims, defenses, or other legal contentions are warranted by existing law, or by a non-frivolous argument for the extension, modification or reversal of existing law or the establishment of new law and shall be responsible for handling such appeal.

2. **TERM.**

The term of this Agreement shall commence July 1, 2016 and shall terminate on June 30, 2018. This contract may be renewed for an additional one (1) year term, not to exceed June 30, 2019, upon written agreement by both parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. In exchange for the services rendered in Section 1.C(Base Duties), City shall pay to Attorney the sum of XX (\$) dollars hourly.
- C. It is specifically understood that Attorney will accept no other payment for work provided under this agreement, other than that compensation provided in the agreement under this Section. In the event a court orders repayment from any defendant for attorney fees and costs, all such repayment shall belong to the City.

- D. Upon a showing of critical need, Attorney may request additional funding for extraordinary unforeseen expenses which may arise during the term of this agreement. A critical need for extraordinary unforeseen expenses shall be construed in favor of the accused and shall be determined weighing the nature, scope and materiality of the need in light of City resources and the City's constitutional duty to provide adequate defense resources for each indigent who faces the substantial probability of the deprivation of the indigent's liberty. Any additional funding must be agreed to by both parties in writing.
- E. The Attorney shall submit to the City Attorney or his/her designee on forms approved by the City Attorney, a monthly invoice for services rendered during each month of the term of service. The monthly invoice shall include an itemization of Public Defender cases/case numbers, court date, accounting of time for court appearance and preparation, and any reimbursable out-of-pocket expenses. Invoices shall be submitted to: Park City Municipal Corporation, City Attorney, P.O.Box1480, Park City, Utah 84060.
- F. It is agreed between the parties that the City will bear the reasonable and necessary cost of investigators, laboratory costs, transcripts and defense witness fees, including expert witnesses called on behalf of indigent clients. Further, the City will bear the reasonable travel costs of Attorney, if any is required outside of Summit County in conjunction with their representation. It is agreed by the parties that prior to Attorney incurring expert witness fees on behalf of a client, the amount of the fee and the expert used will be approved by the court having jurisdiction of the case. The Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses and shall make application for the approval of expenses in the form of a written motion the trial judge, specifying the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court or in excess of that approved by the Court, shall be the sole responsibility of the Attorney.
- G. Except as provided herein, Attorney will bear all other expenses in providing the services contemplated herein, including, but not limited to, transportation, telephone, postage, copying and secretarial costs.

4. RECORDS AND INSPECTIONS.

- A. Attorney agrees to maintain adequate and proper records of the representation for each assigned indigent defendant.
- B. Attorney agrees to provide to the Park City Council ("City Council") or its designee, an annual report of the number and types of cases or matters handled specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements and/or

such other factors or statistical information as may be reasonably requested by the City that do not violate attorney client privilege..

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is understood by the parties that the Attorney is an independent contractor and not an agent, representative, or employee of the City nor is this contract intended to create such a relationship. It is further understood by the parties that all compensation provided hereunder shall not include deductions for FICA, Federal and State income tax and shall not include retirement benefits, health benefits, holiday pay leave or any other fringe benefit of the City

6. INSURANCE AND HOLD HARMLESS INDEMNIFICATION.

Attorney shall, during the period of this Agreement, maintain professional malpractice insurance with at a minimum, limits of \$1,000,000.00 per person and an aggregate of \$1,000,000.00 per occurrence and provide to the City, evidence of the insurance. Additionally, Attorney agrees to hold the City harmless from all damages, loss or injury it may suffer or be held liable for as a result of the conduct of Attorney or as a result of this Agreement.

7. COMPLIANCE WITH LAWS.

- A. Attorney Agrees to abide by all federal state and local laws, to abide by the Canons of Ethics adopted by the Utah Bar Association and to be bound by the Rules of Civility adopted by the Utah Supreme Court.
- B. Attorney agrees that he is not currently, nor shall be, party to any litigation which would place his/her licensing or standing with the Utah Bar in jeopardy.
- C. Dissemination of criminal histories: In lieu of separately requesting and signing for individual defendant(s) discovery reports and criminal histories, Attorney will sign an annual acknowledgement receiving criminal histories for all Defendants being represented by him as Public Defender.

Attorney agrees to securely maintain criminal histories that have been provided by the City Attorney's Office to the Public Defender with the highest possible degree of confidentiality pursuant to Utah Bureau of Criminal Identification regulations and immediately report any lost files to the City Attorney's Office. Any dissemination to unauthorized persons or agencies may result in both civil and criminal liability.

8. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. Attorney assures that he will comply with the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, sex, sexual orientation, marital status, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

9 ASSIGNABILITY OF AGREEMENT.

This agreement is personal in nature and is not assignable to any person not a party to the agreement without the express written consent of the City.

10. 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.

11. NON-FUNDING CLAUSE

It is understood by the parties that as a governmental entity, the City funding for this agreement is subject to the funds being appropriated by the City Council. In the event no funds or insufficient funds are appropriated and budgeted in the fiscal year(s) of this agreement, this agreement shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or in the event of a reduction in appropriations, on the last day before the reduction becomes effective. Said termination shall not be construed as a breach or default under this agreement and said termination shall be without penalty, additional payments, or other expense to the City of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Attorney.

12. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13. CONFLICTS OF INTEREST.

- A. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties recognize,

however, that certain cases may arise where conflicts are of sufficient magnitude that Attorney cannot represent the indigent defendant.

- B. In the event of a conflict of interest or other permanent reassignment, Attorney shall first give notice to the Court in writing of the need and/or purpose of reassignment with a copy to the City Attorney, and must use only those attorneys on the approved conflict counsel list of the City for reassignment.
- C. In the event Attorney is disqualified from representing an indigent defendant after appointment, for any reason involving the misconduct of the Attorney or the filing of litigation in which Attorney is a party by any or all of the courts in which services are provided under this agreement or by the Utah State Bar, then Attorney shall be responsible for costs incurred by the City in provided substitute counsel for indigent defendants.

13. TERMINATION.

This agreement may be terminated upon the following events:

- A. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such breach. The breaching party shall have fifteen (15) days in which to commence all actions reasonably necessary to cure the breach. In the event the actions reasonably necessary to cure the breach are not commenced in a timely manner, the complaining party may terminate this agreement.
- B. Voluntary Termination. Either party may terminate this agreement upon the delivery of written notice to the other party ninety (90) days prior to the termination.
- C. In the event any disciplinary action is taken by the Utah State Bar against the Attorney, this contract may be immediately terminated without notice.

14. TRANSITION

In the event this agreement is terminated under the provisions of Section 13 above or is not renewed under the provisions of Section 2 above:

- A. Attorney agrees to complete those existing cases where it is not feasible for Attorney to withdraw. Compensation for such cases shall be under the then prevailing hourly rate being paid to attorneys who handle conflict-of interest cases.
- B. The Attorney agrees to cooperate with his/her successors including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.

- C. In the event the Attorney is not permitted to withdraw from the representation in any matter by the court, the City agrees to compensate the Attorney for base services under Section 3 above, at the prevailing hourly rate being paid to attorneys who handle conflict-of-interest cases stated in this agreement.

15. PRIVATE PRACTICE.

Nothing in this agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of indigent defendants.

16. POLITICAL ACTIVITIES

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

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 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 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.

- 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.

21. ENTIRE AGREEMENT.

The parties agree that this Agreement constitutes their entire Agreement and any changes or modifications must be agreed to in writing by both parties and approved by the City Council in a public meeting.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

ATTORNEY NAME

Address:

Address:

City, State, Zip:

Signature

Printed name

Title

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 _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public