

Park City Municipal Corporation

REQUEST FOR PROPOSALS (RFP) FOR *Fourth of July Event Planner* *For the 2017 Park City Fourth of July Celebration*



The Park City Fourth of July Celebration is an elevated celebration of our nation's birthday and our unique community. The daylong event is an important cultural event for Park City. Throughout the day, a variety of local, family oriented activities are offered including a parade, entertainment, games, and fireworks. The event appeals to broader, regional audiences and engages the local community.

Contact:

Jenny Diersen, Special Events Coordinator
jenny.diersen@parkcity.org

NOTICE

REQUEST FOR PROPOSALS
Park City Municipal Corporation
Fourth of July Event Planner for the
2017 Park City Fourth of July Celebration

PROPOSALS DUE: Monday, April 17, 2017 by 4:00 p.m. MST.
PROJECT NAME: Fourth of July Event Planner for the 2017 Park City Fourth of July Celebration
RFP AVAILABLE: Friday, March 31, 2017 at 5:00 p.m.
PROJECT LOCATION: Various locations – Park City Main Street, City Park, and others as required by the nature of the event.

PROJECT DESCRIPTION:

Park City Municipal Corporation seeks proposals from event planners to assist in event coordination for the 2017 Park City Fourth of July Celebration. Experience in organizing large scale public events is desired. Total project maximum is Twenty Thousand Dollars (\$20,000.00).

PROJECT DEADLINES:

Complete Proposals Due by Monday, April 17, 2017 at 12:00 p.m. MST.

Project completion Monday, July 31, 2017

Questions? All questions shall be submitted in writing to jenny.diersen@parkcity.org by Wednesday, April 12, 2017 at 12:00 p.m. MST. Responses will be returned and posted no later than Friday, April 14 2017 at 5:00 p.m. MST.

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

CONTACT: Jenny Diersen, Special Events Coordinator
Park City Municipal Corporation
jenny.diersen@parkcity.org

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

Park City Municipal Corporation (PCMC) seeks proposals from Event Planners to assist with the planning, logistics, and operations of the Park City Fourth of July Celebration. PCMC seeks proposals from event planners who will manage various aspects of this event, including organization of the parade, volunteer management, securing vendors, entertainment, planning, logistics, and execution of this event in coordination with PCMC staff. Experience in coordinating and managing large scale public events is desired. Total project maximum is Twenty Thousand Dollars (\$20,000.00).

II. PURPOSE OF PROJECT

The Park City Fourth of July Celebration is a daylong community celebration that is important to the culture of the City, and brings economic benefit to local businesses and many non-profit partners that depend on this event for fundraising opportunities. The event is historically one of the top three largest events on the Park City event calendar attracting an estimated 37,000 people throughout the day long event. It is the community spirit, history, uniqueness, and diversity of the event's offerings that drive visitors to the event and keep locals coming year after year.

In recent years, changes to the event have led Park City Municipal to take on a larger role as the applicant of the event, as well as, the planning and facilitation of the event. The Fourth of July Event Planner will take on a role to work alongside City staff to coordinate event programming, budgeting, logistics, operations, and execution of the event, while mitigating the impacts to the surrounding areas. The Fourth of July Event Planner will also maintain positive relationships with the many community partners who participate to make this fun and funky event a success.

III. PROJECT SCOPE



Park City Fourth of July Celebration Information:

The Fourth of July Event Planner Project Scope is attached as Exhibit A.

The Event Planner that is selected shall work with City staff on all matters of the project including budgetary considerations, project timelines, accessibility, obtaining required City, County, and State permits, and other items that pertain to the coordination of the project, including coordinating with local businesses and organizations.

The Event Planner will manage the event's volunteers, parade participants and logistics, and City Park vendors (including public facilities such as restrooms, trash and recycling, entertainment, children's activities, food and beverage, and rugby tournament activities) in coordination with City staff.

The Event Planner will also coordinate with other events and activities going on in conjunction with the City's sponsored events such as concerts, the Fourth of July 5K, volleyball tournament, and the fireworks display at Park City Mountain Resort Base.

IV. FUNDING

The total maximum funds allocated for this project is Twenty Thousand Dollars (\$20,000.00). Funding for this project comes from the Summit County Restaurant Tax Grant which was awarded to Park City Municipal Corporation in 2016. All submissions must include a proposed budget or fee schedule. The budgets or proposed fee schedule must include all costs, including performance of the services specified.

V. CONTENT OF PROPOSAL

Proposals will be evaluated on the Selection Criteria as well as the Project Goals and Event Planner Requirements listed below.

Project Goals:

Event Planner Requirements:

- The Event Planner will demonstrate strong organizational skills and be responsible for coordination of event planning, logistics, and execution. Experience managing and coordinating large-scale public events is desired.
- The Special Event will take place on Tuesday, July 4, 2017. Project will require working during late and early hours for event preparations and breakdown, in addition to planning and meeting requirements between May 1, 2017, and July 31, 2017. It is the responsibility of the Event Planner to coordinate and manage vendors, entertainment, labor, or equipment required for event execution as part of the stipend. The City has a separate budget for the cost of event operations, which is not included in the Event Planner scope. The Event Planner will coordinate all aspects of the scope of the project with Park City Municipal Special Events Department.
- Physical demands are required for this project. While performing the duties of this job, the Event Planner is frequently required to sit, stand, walk, run, talk and hear. Additionally, they are required to use hands to handle or operate objects, controls or tools. The Event Planner must occasionally be able to lift and or move more than 40 pounds.
- The physical demands and work environments described here are representative of those that must be met by the Event Planner to successfully perform the essential functions of the project. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Accommodations will be examined on a case-by-case basis.
- Work is performed both in a climate controlled office setting, as well as performed in vehicles and outdoor settings, in all weather and temperature conditions. The work performed will require small amounts of travel to and from meetings, trainings, or public engagements. The tasks may involve periodic stressful situations.
- The Event Planner must act professionally. They are responsible for answering emails and phone calls in a timely manner. The Event Planner will use their own personal cell phone, computer, and email for tasks as outlined in the scope.
- The Event Planner will coordinate directly with the Special Events staff for the project. The selected Event Planner should be prepared to demonstrate a willingness to work collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communications (both orally and written).
- The ability to work independently and handle multiple tasks simultaneously, as well as the ability to organize projects, manage vendors, and meet deadlines, and coordinate between various individuals is required.

The following listed criteria are used as guidelines during the review of proposals. The list is not in order of priority; some criteria will receive more weight than others.

Selection Criteria:

Proposals will be judged on practical terms such as:

- Clarity of proposal and thoroughness of response (completeness of package)
- Adherence to the maximum budget of Twenty Thousand Dollars (\$20,000.00)
- Experience needed to undertake the coordination and execution of the project within the aggressive timeline. This includes the ability to work with a team of individuals including various City staff, and community-related public relation opportunities that may arise during the project.
- Professional References – Applicants should list and provide contact information for at least three (3) references
- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name, if known, of the third parties.
- The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with insurance/indemnity provision) counts against the bidder
- Price may not be the sole deciding factor.

The finalist(s) will be evaluated in part for their potential ability to work with the project stakeholders and their capacity to evolve significant and well integrated solutions. Any changes to the nature of or regarding the extent of requested changes to the standard contract should be asked prior to submitting a proposal. Price may not be the sole deciding factor.

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.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time for any reason preceding 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. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

VI. SELECTION PROCESS

The Selection Committee includes the following representatives:

Selection Committee Members: City Staff

- **Department Staff:** Staff members from the following departments will be represented on the Selection Committee: Special Events, Economic Development, Community Engagement, Building, Public Safety, and Transportation Planning.

Finalists may be invited to interview with members of Selection Committee. The Selection Committee will recommend one finalist for the project. Proposals will be evaluated on the

factors listed in Section V, Content and Goals of Proposal. The Selection Committee's recommendations and award of contracts pursuant to this RFP are conditioned upon and subject to approval by the City Council.

Timeline

The schedule is contingent upon the City's project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

A. An optional pre-submission meeting will be held at 12:00 p.m. on Thursday, April 6, 2017, at City Hall, 445 Marsac Avenue. Those who are interested in attending or participating must RSVP to [Jenny Diersen](mailto:Jenny.Diersen@parkcity.org), no later than Wednesday, April 5, 2017, at 5:00 p.m. MST. The pre-submission meeting is optional and not mandatory. The pre-submission meeting is subject to change based on the coordination of the Project Manager and City Staff that need to be present.

B. Proposals will be received by Park City by 12:00 p.m. on Monday, April 17 2017, at the Special Events Office located at 445 Marsac Avenue, Park City, Utah 84060. An electronic copy must also be submitted to jenny.diersen@parkcity.org as a single PDF by 12:00 p.m. on Monday, April 17, 2017. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to jenny.diersen@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Proposals lacking required information will not be considered.

C. A selection committee comprised of City Staff, as described in Section V, will review all submitted RFPs. The selection committee will meet on the week of April 17, 2017.

D. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than Friday, April 21 2017.

E. Award of the contract is subject to approval by City Council. It is anticipated that City Council will vote on the contract award by Thursday, April 27, 2017.

F. The Event Planner that is awarded the contract will be required to work within an aggressive timeline. The Event Planner will complete the entirety of the project no later than Friday, July 31, 2017.

VII. SUBMISSION OF PROPOSALS

All Event Planners responding to the RFP must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

A. Proposal

1. Cover Page: List the Event Planner name(s), project name, contact information including but not limited to: Email, Phone Number, and Mailing Address. Additional information may also include web address, social media links or other contact information.

2. Proposal: Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid.

3. Budget: Project costs will be considered during selection. The maximum amount allocated is Twenty Thousand Dollars (\$20,000.00). Include a proposed fee schedule for the project. Budget refers to all costs anticipated to be incurred by the Event Planner for the scope of the project including performance of the services specified, but not limited to labor, insurance, and materials costs.

B. Statement of Qualifications

1. Bio. Information and brief resume(s) on the Event Planner.

2. References. Three (3) professional references (particularly if you have completed any large scale event planning). Please provide names and contact information including phone number and email.

Interested individuals and/or firms must submit their Proposal and Statement of Qualifications no later than 12:00 p.m. MST, Monday, April 17, 2017.

Please submit one (1) set of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment to your Proposal and Statement of Qualifications. To be considered, one (1) proposal must be received at the Park City Special Events Office, 445 Marsac Avenue, 3rd Floor, P.O. Box 1480, Park City, UT 84060 by 12:00 p.m. MST, Monday, April 17, 2017.

AND

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to jenny.diersen@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Electronic proposals with additional support documents or materials will not be accepted. The electronic submissions must be received at jenny.diersen@parkcity.org by 12:00 p.m. MST, Monday, April 17, 2017.

Limit the response to fifteen (15) pages of written material including any visual material and budget. Please be concise. The page count does not include index, dividers, or separation sheets that

contain no information. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

Proposals must be mailed or hand-delivered and submitted electronically to:
Park City Municipal Corporation
Attn: Jenny Diersen, Special Events Coordinator
Request for Proposal- Event Planner 4th of July Event
(hand delivery) 445 Marsac Avenue, Special Events Office- 3rd Floor
(mailed) P.O. Box 1480, Park City, UT 84060

AND

jenny.diersen@parkcity.org

The envelope/package must indicate the Event Planner making the submittal and be addressed as stated above. When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

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

Requests for Additional Information

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Jenny Diersen, at Park City Municipal Corporation, at jenny.diersen@parkcity.org by Wednesday, April 12, 2017, at 12:00 p.m. MST. Responses will be returned and posted no later than Friday, April 14, 2017, by 5:00 p.m. MST.

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 offerors. 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 offerors.

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.

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. If bidder utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.

IX. INSURANCE REQUIREMENTS

The selected service provider will bear the risk of loss or damage. All insurance shall be reviewed and approved by the Park City Attorney's Office.

The coverage will provide protection for all operations by the Event Planner or any subcontractor or by anyone directly or indirectly employed by either of them.

Event Planners are advised to thoroughly read the attached (Exhibit B) Sample Agreement, as the selected Event Planner will be required to comply with its requirements.

X. AGREEMENT

The selected Event Planner will be required to enter into the City's standard Professional Service Provider Agreement in a form to be approved by the City Attorney's Office. Event Planners are advised to thoroughly read the attached (Exhibit B) Sample Agreement, as the selected Event Planner will be required to comply with its requirements.

Any Service Provider who contracts with Park City is required to have a valid Park City business license.

If Event Planner takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding 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. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code Section 63G-2-308, as amended. Award of contract is subject to approval by City Council.

It is Park City policy, 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.

The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with insurance/indemnity provision) counts against the bidder. Any contract changes must be requested and approved by the City Attorney's Office before awarding the contract.

Exhibit A – Fourth of July Event Planner Scope of Service

The Fourth of July Event Planner Scope of Service includes providing the following tasks:

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

- Soliciting Event Sponsors
- Vendor Coordination Meetings;
- Mandatory Vendor Final Pre-Event Meeting;
- Rugby Tournament;
- Fourth of July 5K
- Volleyball Tournament;
- Pancake Breakfast and Coffee;
- Kids & Family Games;
- Rotary BBQ;
- Beer Garden;
- Securing Entertainment for Park and Parade;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Parade & Participant Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July Parade, including, but not limited to:

- Mandatory Parade Participant Pre-Event Meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of Parade volunteers;
- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with transportation planning and community engagement; and
- Participating in parade safety and security planning.

Fireworks & Evening Event Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July fireworks and evening events, including but not limited to:

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

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

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

Exhibit A – Fourth of July Event Planner Scope of Service

An anticipated schedule of work requirements for the Event Planner is outlined below.

Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of April 30	5	Regular Work Week and Business Hours	Introductory Meetings, Fee Reduction Due May 1
Week of May 7	10	Regular Work Week and Business Hours	Review of parade, volunteer and vendor applications
Week of May 14	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 21	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due
Week of May 28	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of June 4	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 11	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportation and Communications Plans Due
Week of June 18	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 25	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and Transportation Mitiation Messaging
Week of July 2	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Sunday through Wednesday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 9	20	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 16	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 23	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 30	5	Regular Work Week and Business Hours	Final wrap of event
Total Hours for the Project	200		

Additionally:

- Applicants must meet all Park City Municipal insurance requirements.
- Application must meet all Federal and State employer requirements.
- Applicants must include all expected equipment costs to perform the work in bid.
- Applicants must include what type of training hired employees receive, as well as a summary of training given to applicant's employees.
- Applicants must include all costs for personnel hourly rates.
- Applicants must include overtime rates and miscellaneous costs in bid.

Exhibit A – Fourth of July Event Planner Scope of Service

- Applicants must include all costs and explanations of costs of any management or administrative fees.
- Applicant must include a statement of experience providing these services including the size of other events.
- A 2-hour mandatory pre-event meeting and training is required for volunteers, parade participants, and vendors and is required as part of the scope with PCMC staff, as included in scope above.

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a Utah corporation, (“Service Provider”), collectively, the City and the Service Provider are referred to as (the “Parties”).”

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

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

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for 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 Twenty Thousand Dollars (\$20,000.00)

The City has designated the Economic Development Director, or his/her designee as City’s Representative, who shall have authority to act in the City’s behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on July 31, 2017 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payment for services provided hereunder shall be made as follows:

Fifty percent (50%) of Contract Price upon execution of this Agreement and the remaining amount to be paid upon completion of services provided.

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

SAMPLE

- 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 Economic Development Project Manager or his designee, an invoice for services rendered. The City shall make payment to the Service Provider within thirty (30) days thereafter.

4. **RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after 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 Annotated, 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 and 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 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.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

6. SERVICE PROVIDER 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.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement

and/or the Service Provider's defective 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 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.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit 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 limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. 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 and 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 limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- 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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 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.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the

grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property 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.
- 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 equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination

shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void

insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

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

(Name of Event Planner or Company)

Address:

Address:

City, State, Zip:

Cell:

Email:

Website:

Tax ID#: _____

PC Business License# BL-_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.

COUNTY OF SUMMIT _____, a Utah corporation

By: _____

Printed Name: _____

On this ___ day of January, 2017, _____ personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ of _____, a Utah corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the Park City Service Provider/Professional Services Agreement for _____.

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any additional personnel, equipment or costs required to perform PROJECT will be included into bid.

If additional personnel or equipment are requested by Park City, the costs will be pre-approved by the Park City Special Events Department which shall not exceed the amount allowed under Scope of Services.

Exhibit A outlines the schedule and pricing costs.

SAMPLE