

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

THIS AGREEMENT is made and entered into as of this 31 day of December, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and KANE, LLC, a Utah limited liability company, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

**1. SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Two Hundred Fifty Six Thousand Three Hundred Twenty Five Dollars (\$256,325.00)**.

The City has designated the Special Events and Economic Development Project Manager, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on November 1, 2021,

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or earlier, unless extended by mutual written agreement of the Parties. This Agreement may be renewed for an additional two (2) years for 2021 and 2022, provided both parties execute written notice of consent to renew in writing by August 1 of each year thru 2021.

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

A. Payment for services provided hereunder shall be made as follows:  
Per each scheduled event reflected in Exhibit "A" attached hereto and made a part hereof, or Peak Time Period Need, fifty percent (50%) of the service cost upon receipt of invoice, and the remaining amount of the service cost to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

For each subsequent year, per each scheduled event in Exhibit "A" or Peak Time Period Need, fifty percent (50%) of the service cost upon receipt of invoice, and the remaining amount of the service cost to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

The total project maximum funds available are not to exceed Two Hundred Fifty Six Thousand Three Hundred and Twenty Five Dollars (\$256,325).annually.

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

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**4. RECORDS AND INSPECTIONS.**

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

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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 negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing

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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 Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) 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. 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)

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policy limit. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Permittee, its employees, agents and subcontractors.

- D. The Service Provider shall procure and maintain for the duration of the Agreement crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
- 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. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

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.

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- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code 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, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

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- 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.

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- 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.

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- 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

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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, a**  
Utah municipal corporation  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

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\_\_\_\_\_  
Matt Dias, City Manager

Attest:

  
\_\_\_\_\_  
Michelle Kellogg  
City Recorder's Office

Approved as to form:  
  
\_\_\_\_\_  
City Attorney's Office





# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **Special Event & Peak Time Period Transportation Operations and Personnel**

Events include, but are not limited to: Sundance Film Festival, Park Silly Sunday Market, Savor the Summit, Park City Fourth of July Celebration, Park City Kimball Arts Festival, Tour of Utah, Miners' Day and Halloween.

Scope of Service includes providing the following tasks:

- I. Bollard Installation Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with Public Safety, the Service Provider is responsible for coordinating Bollard Operations including, but not limited to:
  - Providing a vehicle to transport bollards on City owned storage trailer from storage area to location of bollard locations.
  - Installation and removal of bollards, per event schedule and operations plan ([example plan](#)).
  - Removal of bollards during an event for emergency or other event operational needs.
  - Removal of bollards after the event including properly placing them back on the trailer and taking them to the storage facility.
  - Having materials and tools to complete installation or removal of bollards with them at all times.
  - At least one Bollard installation personnel shall remain onsite for entirety of the event in the event there is a need of emergency removal per Public Safety.
  
- II. Pedestrian Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee, and in coordination with the Public Safety and Transportation Planning Departments, the Service Provider is responsible for coordinating pedestrian management during events, including, but not limited to:
  - Pedestrian crossing guards at road crossings determined by each event operations plan.
  - Clear and respectful communication with pedestrians and/or passersby.
  - Understanding of the positions role to help direct pedestrians safely across roadways, not control traffic or parking.
  - In winter months, with salt provided by the City, keep icy sidewalks salted at areas near manned positions.
  - If partnered with Public Safety, employees in the Pedestrian Management positions should follow officer's lead.
  - At no time during Pedestrian Management should this position be controlling traffic. This position should be controlling pedestrians and helping them cross safely.
  
- III. Residential Management – Under the supervision of the Special Events and Economic Development Program Manager or his/her designee and in coordination with Public Safety, Transportation Planning and Parking Services Departments, the Service Provider is responsible for the following:
  - Management of residential neighborhood transportation and traffic flow including restricting vehicles that do not display correct passes to get through intersection and being able to direct them to other streets, while ensuring traffic continues to flow. Staff in this position need to have an understanding of roadways and restrictions to direct traffic that is not allowed to other areas of town.

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- If these positions are supported by Park City Police Department, the employees should follow the lead of the PCPD.
- Understanding of traffic directions, overall transportation and parking plans for the event or peak time period.

IV. Parking Enforcement and Services - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee and the Parking Department, the Service Provider is responsible for parking enforcement and services tasks, including, but not limited to:

- Collection of parking fees.
- Coordinating parking area entrance checkpoints.
- Coordinating parking pass area checkpoints and enforcement.
- Managing the entering and exiting of parking areas.
- Monitoring and enforcing loading/unloading activities on designated roadways.

V. Taxi /Shuttle Management - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee, Parking Services and Police Department , the Service Provider is responsible for coordinating taxi management at special events, including, but not limited to:

- Managing taxi/shuttle drop and load zones per event operations plan.
- Managing and establishing permitted taxi/shuttle entrance checkpoints.
- Ensuring that those that are not allowed to park in the designated taxi/shuttle areas know how to get to where they can park.

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## Scheduled Events and Hours

<b>Sundance 2020 Costs</b>	<b>Total Hours</b>	<b>Costs</b>
Ped Management, Residence Management, Taxi Management	5393	\$ 132,395.92
Parking Enforcement Posted Staff	1104	\$ 33,672.00
Parking Enforcement, Rover Breakers, Supervisors		\$ 16,250.00
Pre-planning		\$ 6,000.00
Equipment		\$ 6,500.00
On-Site Admin		\$ 5,500.00
	<b>6497</b>	<b>\$ 200,317.92</b>

<b>Fourth of July 2020 Costs (Holiday Rates)</b>	<b>Total Hours</b>	<b>Costs</b>
Residence Management, Taxi Management, Parking Staff, Rover Breakers	128	\$ 6,856.00
Bollard Staff	8	\$ 380.00
Supervisors	20	\$ 975.00
Pre-planning		\$ 1,000.00
Equipment		\$ 700.00
Kane Manager	20	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	<b>176</b>	<b>\$ 10,946.00</b>
	<b>5 % Discount</b>	<b>-\$547.30</b>
		<b>\$ 10,398.70</b>

<b>Arts Festival 2020 Costs</b>	<b>Total Hours</b>	<b>Costs</b>
Residence Management, Taxi Management, Parking Staff, Rover Breakers	262	\$ 7,991.00
Bollard Staff	50	\$ 1,575.00
Supervisors	40	\$ 1,950.00
Pre-planning		\$ 1,200.00
Equipment		\$ 1,000.00
Kane Manager	30	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	<b>382</b>	<b>\$ 15,751.00</b>

<b>Tour Of Utah 2020 Costs</b>	<b>Total Hours</b>	<b>Costs</b>
Residence Management, Taxi Management, Parking Staff, Rover Breakers	93	\$ 2,836.50
Bollard Staff	18	\$ 567.00
Rover Breaker, Supervisor	15	\$ 487.50
Pre-planning		\$ 950.00
Equipment		\$ 500.00
On-Site Admin		\$ 750.00
	<b>126</b>	<b>\$ 6,091.00</b>

<b>Miners Day 2020 Costs (Holiday Rate)</b>	<b>Total Hours</b>	<b>Costs</b>
Parking Staff	30	\$ 1,372.50
Bollard Staff	8	\$ 380.00
Rover Breaker, Supervisor	10	\$ 517.50
Pre-planning		\$ 150.00
Equipment		\$ 200.00
On-Site Admin		\$ 100.00
	<b>48</b>	<b>\$ 2,720.00</b>
	<b>5% Discount</b>	<b>-\$136.00</b>
		<b>\$ 2,584.00</b>

<b>Halloween (Holiday Rates)</b>	<b>Total Hours</b>	<b>Costs</b>
Parking Staff	30	\$ 1,372.50
Bollard Staff	12	\$ 570.00
Pre-planning		\$ 200.00
Equipment		\$ 500.00
On-Site Admin		\$ 150.00
	<b>42</b>	<b>\$ 2,792.50</b>
	<b>5% Discount</b>	<b>-\$139.00</b>
		<b>\$ 2,653.50</b>

<b>Total Project Hours for 2020</b>		<b>\$ 237,796.12</b>
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# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## RFP DETAILS

*Applicants must include all costs and explanations of costs of any management or administrative fees.*

### 2020 Manager and Admin Costs

<b>Sundance Film Festival</b>		<b>Tour of Utah</b>	
Pre-Event:	\$10,500.00	Pre-event:	\$950.00
Admin:	\$6,500.00	Admin:	\$750.00
Kane Manager:	Hourly	Kane Manager:	Hourly
<b>Savor the Summit</b>		<b>Miners Day</b>	
Pre-event:	\$150.00	Pre-event:	\$150.00
Admin:	\$100.00	Admin:	\$100.00
Kane Manager:	Not Needed	Kane Manager:	Not Needed
<b>Fourth of July</b>		<b>Halloween</b>	
Pre-event:	\$1000.00	Pre-event:	\$200.00
Admin:	\$1000.00	Admin:	\$150.00
Kane Manager:	Hourly	Kane Manager:	Not Needed
<b>Arts Festival</b>			
Pre-event:	\$1200.00		
Admin:	\$1000.00		
Kane Manager:	Hourly		

## RFP DETAILS

*Applicants must include all overtime rates and miscellaneous costs in bid.*

*Kane has no Overtime Rates anticipated unless the Client requests certain staff stay on post instead of being relieved. These situations require a written request from the Client to Kane as outlined in Section 3 Subsection C of the Park City Municipal Corporation Service Provider/Professional Services Agreement. These Overtime Rates are billed at 1.5 times the billable hourly rate. Overtime Rates are defined as any extended shifts and hours that are performed at the written request of CLIENT*

*Short Notice Rates are billed at 2 times the billable hourly rate. Short Notice Rates are defined as additional personnel or hours that are performed at the written request of CLIENT with less than four (4) hours notice;*

*Any Additional requests for staffing within 15 days prior to the event are billed at 1.5 times the billable hourly rate. Fourth of July and Halloween and all major holidays are billed at 1.5 times the billable hourly rate*

*No other miscellaneous costs are anticipated at this time.*

*Attached Appendix B is the proposed schedule and total pricing costs.*

*Applicants must include all cost for personnel hourly rates.*

<b>2020 Hourly Rates:</b>	<b>2021 Hourly Rates</b>	<b>2022 Hourly Rates</b>	
Event Staff/Security:	\$30.50	\$27.45	\$26.08
Security Supervisor:	\$32.50	\$29.25	\$27.79
Admin Staff:	\$29.50	\$26.55	\$25.22
Boilard Staff:	\$31.50	\$28.35	\$26.93
Kane Manager:	\$34.50	\$31.05	\$29.50

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## RFP DETAILS

**Applicants must meet all Park City Municipal Insurance Requirements.**

*Kane meets all Park City Insurance Requirements as outlined in Section 8 of the Park City Municipal Corporation Service Provider/Professional Services Agreement. Copies of insurance forms are attached as appendix A.*

**Applicants must meet all Federal and State Employer Requirements.**

*Kane meets all Park City Insurance Requirements as outlined in Section 10 of the Park City Municipal Corporation Service Provider/Professional Services Agreement.*

**Applicants must include all expected equipment costs in bid.**

**2020 Equipment Costs: \$15,250.00**

Vehicles:

Trailers

Pedestrian Management Equipment

Uniforms

**Applicants must include statement of what type of training employees receive.**

*Officers assigned to work on this project may have training and experience including, but not limited to:*

*All aspects of patrolling and response to safety, medical, and security situations; All levels of training to include understanding of public vs private property issues; Legalities and Liability to Client/Employer/General Public; Necessary use of force, to include conflict resolution through defensive physical engagement; Verbal Judo or similar de-escalation techniques; Special event procedures; Command Presence; Defensive tactics; Interviewing Techniques; Basic investigation; Communication; Incident and Emergency response; First Aid, CPR and AED Certified; NIMS Training; Metal Detector and Bag Search Techniques;*

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

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

If additional personnel or equipment are requested by Park City, the pricing costs (as outlined in Exhibit “A” herein), will be pre-approved by the Park City Special Events Department in advance in writing, and shall not exceed the amount allowed under Paragraph 1 of the Agreement entitled “Scope of Services”, unless a written change order is approved by both parties in advance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Raymond Werner(7606320) 2052 W 1700 S Ste B7  Syracuse UT 84075-7205	CONTACT NAME: Ray M. Werner		
	PHONE (A/C, NO, EXT): 801-546-2966	FAX (A/C, NO): 801-546-2279	
E-MAIL ADDRESS: rwnerner@farmersagent.com			
INSURED  KANE SECURITY OF UTAH LLC 724 WEST 500 SOUTH SUITE 900 WOODS CROSS UT 84087	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B: Farmers Insurance Exchange		21652
	INSURER C: Mid Century Insurance Company		21687
	INSURER D: NATIONAL CASUALTY COMPANY		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZB00002094	06/12/2019	06/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT are listed as Additional Insured

CERTIFICATE HOLDER

PARK CITY MUNICIPAL CORPORATION  
445 MARSAC AVE. PO BOX 1480  
PARK CITY UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ray M. Werner*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

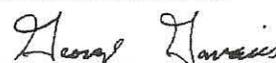
<b>PRODUCER</b> AMERICAN NATIONAL INSURANCE CO 533 WEST 2600 SOUTH BOUNTIFUL UTAH 84010		<b>CONTACT NAME:</b> TIM JONES <b>PHONE (A/C, No, Ext):</b> (801) 441-8318 <b>E-MAIL ADDRESS:</b> JONESAGENCYANI@YAHOO.COM <b>FAX (A/C, No):</b>	
<b>INSURED</b> KANE LLC DBA KANE SECURITY 724 W. 500 S. #900 WEST BOUNTIFUL UT 84087		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ACCEPTANCE CASUALTY INS CO INSURER B: EMPLOYERS ASSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 10349 25402	

**COVERAGES** CERTIFICATE NUMBER: CL161013346780 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2555617	10/14/2019	10/14/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			XL00450514	10/14/2019	10/14/2020	EACH OCCURRENCE	\$
							AGGREGATE	\$ 2,000,000
								\$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EIG 2550524-02	10/14/2019	10/14/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PARK CITY MUNICIPAL CORPORATION**  
 SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT are listed as Additional Insured.  
 General Liability, Assault and Battery, Personal Injury, False Arrest, Liable and Slander, Invasion of Privacy, Broad Form Property Damage, Damage to Property in the Care, Custody and Control of the Contract Security and Errors and Omissions.

<b>CERTIFICATE HOLDER</b> PARK CITY MUNICIPAL 4455 MARSAC AVE PARK CITY, UT 84060	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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