



**Park City Municipal Corporation Request for Applications:
FY24-FY25 Special Service Contracts
Application Form**

Instructions: Review and complete the form below (Sections 1-5). Please provide an electronic copy of this application and requested attachments to Hans Jaspersen at hans.jaspersen@parkcity.org by **5:00 PM on Monday, September 18, 2023.**

Special Service Contract Goals:

Park City Municipal Corporation is seeking proposals that enhance community benefits and services. These are services that the City Council deems important or necessary to enhance the community's quality of life. Funding will be prioritized for new or expanded projects with a focus on diversity, equity, and inclusion.

Priorities for this category include:

- Innovative and/or New Programming – Provides innovative solutions regarding issues the City faces
- Diversity, Equity, and Inclusion (DEI): Helps to cultivate a community that engages diverse perspectives, differing ideas, and individuals from different backgrounds
- Local Focus – Enhances residents' quality of life
- Issues Awareness– Identifies and addresses our community's unique concerns and interests
- Affordability – Helps to ease residents' cost of living

The questions listed in this application are designed to meet the City's criteria for Special Service Contracts as outlined in the City's Budget Policies and Objectives, Chapter 6, Part I, which are found in the City's [Special Service Contract webpage](#).

Note on Fiscal Sponsorships: Applicants who do not hold a federally recognized nonprofit status may apply for a Special Service Contract under the fiscal sponsorship of a nonprofit organization.

Please complete all five (5) sections of the application, including requested attachments.

Section 1: Organization Contact Information

1. Organization Name: _____
2. Applicant Contact Name and Title: _____
3. Address: _____
4. Phone: _____
5. E-mail: _____
6. Organization Executive Director: _____
7. Executive Director Email: _____
8. Organization website: _____

Section 2: Organization Eligibility

9. Is your organization a federally recognized nonprofit? Yes_____ No_____
10. Does your organization provide services to Park City residents? Yes_____ No_____
11. Does your organization have a history of non-discrimination in providing programs or services? Yes_____ No_____
12. Does your organization have a strategic plan or quantifiable goals and objectives? Yes_____ No_____
13. Does your organization have a history of compliance with Park City contracts? Yes_____ No_____
14. Can your organization certify the fair market value of services included in the application is equal to or exceeds the total amount of compensation requested from the City? Yes_____ No_____

15. Total Funding Requested (total for 2 years): \$ _____

Section 3: Community Benefit

16. Provide specific details on how the requested funds will be used, with a description of the program or activity, clearly identifying which of the listed priorities are being addressed. Funds may not be used for scholarship-type activities or the purchase of equipment. *(limit answer to one page/500 words)*

17. How will the program or project address a specific need within the community? How will the community benefit from this service? (*half page/250-word limit*)

Section 4: Organizational Background and Sustainability

18. What is your organization's mission statement?

19. List quantitative and/or qualitative goals (with specific targets) that can be used to measure how the requested funding will be used for the intended purpose. (*half page/250-word limit*)

20. Provide a brief history of your organization's work in the community as it relates to this request. Include any relevant partnerships. (*limit answer to one page/500 words*)

21. Itemize and describe specifically how your organization will spend the requested funding. Be as SPECIFIC as possible (example: \$500 for marketing and promotional materials; \$2,500 to support staffing salaries, \$1,500 for program materials). This is NOT a description of the program. (*half page/250-word limit*)

Section 5: Attachments

22. The most recently approved annual budget, listing other sources of potential funding for the outlined program or project.

I have attached/included these documents

23. Two (2) years of financial statements, including Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc.

OR

Most recent Independent Auditors' Reports

I have attached/included these documents

24. **Required:** EEO Statement and Non-discrimination policy.

I have attached/included the required documentation.

25. **Optional:** Copy of the organization's most recently approved strategic plan or other supporting documents.

I have attached/included these documents

Additional Information:

Successful applicants will be required to enter into Park City’s Special Service Contract Agreement, in its current form, with the City. A draft of the agreement is attached to this application as Exhibit “A” and incorporated herein.

Park City Municipal Corporation reserves the right to reject any proposals for any reason. All submittals will be treated as public records in accordance with the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”) unless otherwise designated by the applicant pursuant to Utah Code § 63G-2-309, as amended.

Application Certification:

I certify the information included in this application is accurate and complete to the best of my knowledge.

Signed: _____ **Date:** _____

Enclosed Exhibits

Attachment 1 - Business Confidentiality Request Form
Exhibit “A” – Sample Special Service Contract Agreement

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

Exhibit "A"



**SPECIAL SERVICE CONTRACT
BETWEEN «ORGANIZATION» AND
PARK CITY MUNICIPAL CORPORATION
FY2024-FY2025**

THIS SPECIAL SERVICE CONTRACT, (hereinafter “Agreement”) is made and entered into this ____ day of _____ 2023, with an effective date of the 1st day of _____, by and between the «**ORGANIZATION**», a Utah nonprofit corporation, (hereinafter “«Organization_DBA»”) and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter “City”).

WITNESSETH:

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

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

WHEREAS, service providers are eligible to apply for a special service contract every other biannual budget process and the City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City staff; and

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

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

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

HOLD HARMLESS/NO AGENCY

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

**ARTICLE IV
DISSOLUTION**

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

**ARTICLE V
RECORD KEEPING/AUDIT**

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

**ARTICLE VI
USE OF FUNDS**

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

**ARTICLE VII
AMENDMENT**

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

**ARTICLE VIII
NONAPPROPRIATION**

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

ARTICLE IX
EFFECTIVE DATE

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

ARTICLE X
COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

ARTICLE XI
ELECTRONIC SIGNATURES

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

Matt Dias, City Manager

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

«ORGANIZATION»,
a Utah nonprofit corporation

By: _____
«Executive_Director», Executive Director

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2023, before me, the undersigned notary, personally appeared «Executive_Director», Executive Director of «Organization», personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and they acknowledged that they signed it voluntarily for its stated purpose as Executive Director for «Organization», a Utah non-profit corporation.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2023, at _____ (insert State and County here).

Printed name _____

Signature: _____

Attachment A - Performance Measures

As a part of monitoring performance of the Special Service Contract, the following Performance Measures will be required of «Organization»:

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

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