PARK CITY
1884

Procurement Waiver

Date: 8/1/2024
From Matt Dias, City Manager

The City's Procurement Official retains the authority to approve procurement waivers. After consulting with my team, a waiver is necessary and appropriate under 5-3 because we have an immediate need for financial and analytical analysis, and awarding a contract through the standard procurement process and timeline is impractical and not in the best interest of Park City.

Erik Daenitz recently left City employment and joined the Zion's Bank. A highly respected employee in good standing, Daenitz has direct knowledge of the Main Street Area Planning Process, Bonanza Park 5-acre property, Deer Valley Resort P3, and various statistical models our operational teams rely upon. Contracting for Mr. Daenitz's services in the short-term provides the City with the ability to ensure critical community projects retain adequate economic, statistical, and analytical support. Bringing on another consultant would require considerable cost, time, and effort, resulting in unacceptable project delays.

Park City has two Professional Services agreements with Zion's Bank, however the services needed are not within the scope of either. One agreement is for banking services, and the other is for bond issuance—neither provides economic development studies, and planning and statistical analyses and, therefore, we do not recommend amendments. Instead, a new contract under a procurement waiver was previously issued on April 11, 2024, for less than $50,000, on May 8, 2024. The first amendment extended the initial 90-day term to October 17, 2024.

Because additional services are desired, and the waiver basis still applies, notice of the intent to waive the process and City Council approval are being pursued. The amendment extends the term to complete phase 1 of the Main Street Area Plan (December 31) and a not-to-exceed, new contract total of $126,000.

Because of unique circumstances, a waiver is appropriate under our Procurement Policy 5-3(A)(1) and (2)(b & c). Per Section A(1), the transitional costs (i.e. costs of training, conversion, compatibility, disruption of services, additional staff time to effect the transition) of changing to another provider for these "additional services" would be unreasonable, inefficient and cost-prohibitive under the circumstances. Per Section A(2), awarding the contract through a Standard Procurement Process is impractical and not in the best interest of PCMC. PCMC would greatly benefit from continuing to work with Zion's Public Finance and Mr. Daenitz to ensure the existing projects retain adequate economic and statistical support with a highly qualified service provider. Bringing on another consultant through a procurement process, including staff time to bring a consultant up to speed, would require considerable cost, time, and effort and is likely to result in project delays which would not benefit the public.

Date: 8/1/24

By: [signature]
Matt Dias, City Manager
Park City Municipal Corporation