

Park City Municipal Corporation

REQUEST FOR PROPOSALS FOR

*Executive Recruitment Services – Environmental
Sustainability Manager
06/01/2016*

NOTICE
REQUEST FOR PROPOSALS

Independent Consulting Services

PROPOSALS DUE: 4 p.m., MST, Friday, June 17th, 2016

PROJECT NAME: Executive Recruitment Services – Environmental Sustainability Manager

RFP AVAILABLE: 06/01/2016

PROJECT LOCATION: City Hall, Park City, UT; National Recruitment

PROJECT DESCRIPTION: Park City Municipal Corporation (PCMC) requests proposals from qualified and independent consultants to conduct a national executive recruitment for the position of Environmental Sustainability Manager. The City would like to begin the recruitment immediately and arrive at a selection as soon as possible.

PROJECT DEADLINE: 12/01/2016

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

CONTACT: Cherie Ashe, Human Resources Generalist
Cherie.ashe@parkcity.org
All questions shall be submitted in writing no later than Thursday, June 9th.

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 is governed by a six member City Council, one of which is the Mayor. All positions are elected at large from the entire City. The Mayor is the chief executive and appoints the City Manager with the advice and consent of the Council. By ordinance, the City Manager is the chief administrative officer of the City and is responsible for the proper administration of all the affairs of the City, including hiring and firing all employees (except the City Attorney), budget, and the enforcement of city ordinances, contracts and franchise agreements.

Park City Municipal Corporation employs a self-managed team management philosophy and structure. The City has set the goal to become "The Best Managed Resort Town in America." As well as a climate goal of Net-Zero Carbon Emissions from the City operation by 2022 and a Net-Zero Carbon Emissions by the community by 2032. Core values include:

I**ntegrity** - We have the courage to consistently do what is right, honest and ethical.

R**espect** - We value every person and citizen at PCMC and understand their contribution is critical to our success.

E**ngagement** - We take seriously our role as public service employees by acknowledging our responsibility to connect to, be flexible with and make a concerted effort to always contribute towards the successes of our peers, PCMC and the City of Park City.

A**ccountability** - We take pride in being accountable for our individual actions and trust in the commitment of our team's accountability to solve problems responsibly.

C**ommunication** - We value honesty, transparency, the sharing of ideas and information in communicating with each other and the community.

H**umor** - We recognize the value of humor creating a fun, enjoyable and professional work environment.

Every member of the Park City Municipal Team contributes to the success of accomplishing Council Goals. Excellence in day-to-day operation, financial stewardship, and employee development are accomplished through: teamwork, innovation, continuous improvement, data-based decision making, clear processes, relationship and communication. For more information, see "City Teams" under "Government" at: <http://www.parkcity.org>

II. Scope of Project

All proposals should include a scope of services, schedule, placement warranty/guarantee, and fees which contemplate the following, subject to final specification by the City Manager:

1. In conjunction with the Park City Manager and other key individuals selected by the City, develop a preferred candidate profile that addresses the needs of Park City as a community and the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the Environmental Sustainability Manager position, expressly including the Park City climate goal of Net-Zero emissions, vision, culture and team structure.
2. Coordinate all stages of the process with the City Manager, with the collaboration of key staff such as the Assistant City Manager and Human Resources Manager.
3. Assist the City Manager in the involvement of other key stakeholders in the process, including possibly city staff and community leaders and residents.
4. Translate the City's requirements into a detailed recruitment brochure.
5. Conduct a national search that includes recruiting activities such as targeted mailings, selected advertising, networking and direct inquiries, and use of consultant's knowledge of candidates from other searches.
6. Assist the City Manager in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the City Manager with summary reports on all semi-finalists and responses from applicants to screening questions.
7. Work with the City Manager to narrow the semi-finalist group to finalist candidates, to determine an appropriate interview process including Skype or similar technology, and to discuss preliminary terms of an employment agreement.
8. Conduct in-depth interviews in Park City, detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist. Assist the City Manager with their final candidate interviews, including involvement of city staff, community leaders and residents.
9. Coordinate and/or conduct any additional assessments and background investigations as directed by the City Manager. This could include a site visit to the workplace of finalist candidates, to speak to references and other relevant individuals in-person.
10. Assist the City in the negotiation of an employment offer and start date with the final candidate, as directed by the City Manager and coordinated with the Human Resources Office.

III. Funding

The City has previously paid between \$10,000 and \$25,000, plus direct expenses, for similar recruitments.

IV. Content of Proposal

Proposals will be evaluated on the criteria listed below.

- *Cost*

- *Experience*
- *Ability to reflect message regarding “Keeping Park City Park City”*
- *Ability to achieve Park City’s goal of Net Zero Carbon emissions climate*
- *Leadership and Organization*
- *Demonstration of a clear understanding of Park City’s needs and community*
- *Successful placements for other local governments, particularly for resort cities*

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.

V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

A. Proposals will be received by Park City prior to 4 p.m., MST, Friday, June 17th, 2016, at the Human Resource Office located at 445 Marsac Avenue, P.O. Box 1480, Park City, UT 84060.

B. It is anticipated that a decision will be made on or before Friday, June 24th, 2016. The City Manager may request interviews with selected firm(s) prior to final award.

VI. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City’s Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP.

VII. Information to be submitted

To be considered, **2 copies** of the proposal must be received at the Park City Human Resource Office, 445 Marsac Avenue, P.O. Box 1480, Park City, UT 84060 no later than 4 p.m., MST, Friday, June 17th, 2016.

VIII. Preparation of Proposals

A. Failure to Read; Conflict. Failure to Read the Request for Proposal and these instructions will be at the offerer's own risk. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

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

C. Size Limit. Proposals shall be limited to 10 pages.

IX. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerers 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. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and 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.

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

D. 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.

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. Offerer may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Appendix B.

- I. This is an Exempt position with a wage range of \$69,124.22 - \$102,679.16 annually.
- II. Job Description for Environmental Sustainability Manager includes: Under general direction from the City Manager and as a member of Sustainability Team, the Environmental Sustainability Manager is responsible for short and long term environmental sustainability planning and implementation, including leading the City to reach the goal of net zero municipal operations by 2022 and a net zero community by 2032. This position furthers municipal and community efforts to reduce carbon emissions, reduce water consumption, improve resiliency to climate change, increase landfill diversion and decrease Park City's overall environmental impact. The Environmental Sustainability Manager will work with internal staff, other local governments, community organizations, utility providers, and citizens to implement projects that contribute to the achievement of these goals. This position supervises the Environmental Sustainability Coordinator, contract staff and volunteers as needed.
- III. Examples of Typical Job Duties:
 - Develop, update and implement the city's Environmental Sustainability Plan in alignment with City Council's Goal of net zero municipal operations by 2022 and a net zero community by 2032.
 - Prepare annual updates to the municipal greenhouse gas emissions inventory and ensure all required reporting is prepared for City Council, and other interested parties as appropriate.
 - Oversee and implement a broad range of environmental sustainability projects including, but not limited to, research, project development, project plan management, budgeting and cost control, presentations to City Council, press interaction, and interaction with community groups and citizens
 - Create and/or deliver public presentations related to the City's environmental sustainability vision, plan, and successes.
 - Act as the City's leading environmental sustainability resource for the community and its citizens.
 - Work with other City departments to develop and execute department-level environmental sustainability plans such as carbon and water reduction plans and participate in the review of capital projects. Participate on the internal Fleet Procurement committee and other internal working groups.
 - Manage community outreach, program design, and policy implementation related to GHG mitigation and landfill diversion for households and businesses. Partner with local governments, non-profits, and other interested parties in this process.
 - Develop public communication strategies including, radio and newspaper interviews, press releases, social media updates, updates to the City's website.

- Represent the City at trade shows and conferences where appropriate.
- Manage budget items related to environmental sustainability, including capital and operating budgets and monitor expenditures in accordance with adopted Budget Policies. Fiscally responsible for keeping budget expenditures within Council approved levels and developing, maintaining, and adjusting spending as appropriate.
- Oversee the design, implementation, and partner acquisition process related to local climate change adaptation planning. Depending on resource availability, coordinate implementation of related efforts on both a municipal and community level.
- Design and/or implement environmental sustainability capital projects and purchases. Identify appropriate grants, draft grant applications, partner with other organizations to secure funding, and provide grant management support. Work with community groups and sit on community boards and committees related to environmental issues.
- Act as a policy liaison for items related to energy efficiency, renewable energy, and mitigating carbon emissions. Participate in regional and national sustainability organizations such as Urban Sustainability Directors Network and the Rocky Mountain Climate Change Organization.
- In conjunction with the City Manager, helps review, propose, and implement legislative strategies to achieve short and long term environmental sustainability implementation goals.
- Other duties as assigned by the City Manager or designee.

IV. Education and/or Experience:

Required:

- Bachelor's Degree in Public Administration, Urban Planning, Environmental Sciences, or related field
- 5-7 years with increasing responsibilities related to environmental sustainability project and/or programmatic implementation. Advanced degree, or demonstrated equivalent, may be substituted for two years of experience
- Demonstrated experience in a supervisory and/or management capacity
- Demonstrated skills in leading others who do not report to you
- Demonstrated excellence in written, oral, and presentation skills
- Strategic planning experience
- Experience managing large-scale projects involving inter- and intradepartmental members as well as contractors
- Ability to obtain City National Incident Management System Certifications

Preferred:

- Advanced Degree in related field
- Experience in a self-managed team environment

- Strong quantitative and analytical thinking abilities
- Experience in long-range and/or scenario planning
- Experience devising and implementing climate adaptation and carbon mitigation plans
- Technical grasp of environmental issues including, but not limited to, climate change
- Understanding of local, state, and federal policy issues related to environmental sustainability
- Marketing, social media, and community outreach experience

V. Knowledge, Skills, and Abilities:

- Ability to manage a large number of disparate projects concurrently.
- Ability to engage and interact with community organizations, state and local government, and citizens.
- Ability to establish and maintain effective working relationships with team members, other city employees, and other Managers.
- Ability to communicate effectively, both orally and in writing, and in public speaking before various sized groups and ability to communicate effectively with the media.
- Ability to manage large projects involving internal and external personnel, including vendors.
- Ability to effectively supervise, train, and evaluate personnel.
- Ability to be a positive leader with experience planning, directing, coordinating, leading, facilitating, teaching, coaching, supervising, training, and evaluating employees.
- Ability to work collaboratively in a self-managed team environment.
- Ability to successfully interact and function in roles within the Sustainability Team.
- Ability to plan, coordinate, promote, and market all aspects of complex environmental sustainability.
- Ability to plan, coordinate, and direct the work of others.
- Knowledge of the role of City government as political subdivision of the State of Utah.
- Ability to assist City Council, staff, and other various stakeholders in understanding the importance of promoting sustainability, including integration of the City's economic, community, and environmental goals.
- Assists with the formulation and routine updating of team goals and objectives, consistent with the direction of the City Manager.
- Ability to understand competing City goals and priorities while participating in the City's Capital Improvement Budget.

VI. Physical Demands:

- While performing the duties of this job, the employee is frequently required to sit, stand, talk and hear.
- The employee is occasionally required to use hands to finger, handle or operate objects, controls, or tools.

- Must be able to reach with hands and arms, balance, stoop, and kneel.
- The employee must occasionally lift and/or move more than 20 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

VII. Work Environment:

- Work is performed primarily in a climate controlled office setting. May involved extended periods of sitting, typing on a keyboard, and using a telephone among other office equipment including copier, fax, etc.
- Considerable exposure to stressful situations
- May require small amounts of travel to and from meetings, trainings, conferences and court proceedings.
- The noise level in the work environment is usually moderate to low.
- Occasional non-traditional working hours which may include evening and weekend meetings.

The physical demands and work environments described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. 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.

The above statements are intended to describe the general nature and level of work being performed by persons assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required by personnel so classified.

EXHIBIT “A”

SCOPE OF SERVICES

The Scope of Services shall be as stated in the Executive Search Services Proposal (“Project Proposal”) except for the schedule as amended below:

Project Organization - Development of a detailed Candidate Profile - Service Provider will City Manager to discuss the issues and challenges identified by the City. The desired background and experience, leadership style and personality traits, skills and abilities will be discussed. Also discussed will be the expected parameters of the search, the search timeline, and schedule all future meeting dates.

Recruitment – Advertisements placed in appropriate industry publications and websites in an accurate and professional manner. Full information posted on firm website as well as provided to HR staff to be posted on the Park City website. An attractive brochure will be prepared to market the organization and position to potential candidates. This will be mailed to industry professionals.

Preliminary Interviews/Recommendation – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, preliminary interviews will be conducted and a written recommendation of finalists will be presented. The City will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected, all candidates will be notified of their status. A finalist interview schedule will be prepared and the finalist candidates will be notified accordingly.

Final Interviews/Selection – During this phase, finalists will be interviewed by the City. Recruiter will provide on-site advice and facilitation assistance during the final interview process which will include providing interview materials, suggested interview questions, evaluation and ranking sheets.

Services shall be guaranteed for two years as stated in the Project Proposal.

PROJECT SCHEDULE

A final schedule shall be mutually agreed to following meeting(s).

EXHIBIT “B”

SCOPE OF SERVICES
PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR SERVICE)

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a _____ (“Service Provider”).

WITNESSETH:

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

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

WHEREAS, the service provided to the City carries minimal insurance risk; 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 Five Thousand (\$25,000) Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- 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 City 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.

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.

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- 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.

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

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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. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

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.

- 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.

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,

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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.
- 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.

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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 member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY.

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

21. ENTIRE AGREEMENT.

The parties agree that this Agreement 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

Park City Municipal Corporation Service Provider/Professional Services Minor Agreement

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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver 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

SERVICE PROVIDER:

Name:
Address:
City/State/Zip:
Tax ID#: _____
PC Business License #: _____

Printed Name

Signature

Title

