

From: Matt Pilcher
Sent: Tuesday, September 1, 2020 4:03 PM
To: Jenny Diersen; Bob Kollar
Cc: Jonathan Weidenhamer; Keri King; Katrina Maestas; Matt Pilcher
Subject: Triple Crown / Park City Proposal #2

Jenny and Bob,

Please accept this proposal (#2) separate from the 10 year contract proposal (#1) Triple Crown Sports submitted on August 4th.

If both proposals are accepted, I am not sure what year the 10 year agreement would start.....'21 or '22.

Triple Crown Sports is requesting the final year in its existing contract with Park City (2020) to be honored in 2021 please.

Softball Dates: July 12-17, 2021

Baseball Dates: July 19-24, 2021

Please let me know what else you need from me at this time.

Thank you for your time and consideration.



Matt Pilcher

Western U.S. Baseball

Triple Crown Sports

3930 Automation Way

Fort Collins, CO 80525

Email: matt@triplecrownsports.com

Phone: (970) 672-0562

Web: tcspringtraining.com

Web: tcnorthwestbaseball.com





10-Year Proposal

TCS & Park City

Draft proposal - including contract terms - to produce the Triple Crown Girl's Youth Fast Pitch and Boy's Baseball World Series, (the "World Series") in Park City under the regulation and authority of annual special event permits issued by Park City:

- **Park City and TCS wish to enter into a 10-year contract** establishing Park City as the World Series headquarters, maximize planning efficiencies
- **TCS, desires to use certain facilities owned or controlled by Park City** (and Oakley, UT) and to obtain certain municipal services, fee waivers
- **Park City desires to contract with TCS to implement additional closures of Main Street**, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan
- **Park City General Plan, particularly Tourism Economy, Economic Diversity, and Climate Adaptation Goals**, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city
- **Park City Chamber/Bureau, reviews the direct economic benefit of the World Series event** to Park City on an annual basis. Study to be produced by TCS
- **The City Council also finds that numerous additional indirect and intangible benefits of the event create an additional overall positive economic, artistic and quality of life impact on the City**
- **Help Park City reach “net zero” goals of event sustainability**
- **2017 Sport Tourism Impact Estimates by PCM \$**

PRINCIPLES AND RESPONSIBILITIES

- Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas
- Final approval by the City Council.
- Supplemental Plans for the 2017 World Series are incorporated
- TCS is responsible for the timely submission to City of all annual plans related to the World Series

TERM AND LEASE OF USE AREAS DURING USE PERIODS

- 2021 July 12-24
- 2022 July 11-23
- 2023 July 10-22
- 2024 July 15-27
- 2025 July 14-26
- 2026 July 13-25
- 2027 July 12-24
- 2028 July 10-22
- 2029 July 16-28
- 2030 July 15-27

- *Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007, which grants certain rights to Park City to use the Park City School District recreation fields (softball/baseball fields)*

VENDORS

- **TCS may (but shall not be obligated to) use of the Use Areas and may authorize or license others** to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the World Series; for advertising, marketing and promotion; and for any other purpose related to the World Series.
- **TCS shall, during any applicable Use Periods of Exclusive Use**, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any *food and beverage* with the *exception of any currently approved and binding written contract for these services agreed upon between Park City and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area
- **Park City shall issue to TCS a Special Event Permit** that covers all activities of TCS described in this Agreement that may require such a Permit.
- **Governmental Ordinances-** The Special Events Department shall support and cooperate with TCS in obtaining permits as necessary concerning any local, City, County or State ordinances, rules, laws, and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

PARK CITY PLAY FACILITIES AND FINANCIAL STRUCTURE

- Full City Services- In accordance with the list of services below, Park City shall pay 100% in in City Services:
 - Use of PLAY FACILITIES (softball and baseball fields) without other events held on these facilities
 - Maintenance and Full and Partial Field preps
 - Two (2) rentals of Santy Auditorium if requested by TCS
 - Special Use of Public Parking regarding Main Street closure if requested by TCS

- **Estimated \$93k/yr** in cost to PC with 12 days of facility usage- *based on 2017 City Services investigation by Park City*

Event Survey- TCS shall conduct a limited survey of the World Series attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. TCS will be responsible for any costs to complete this survey.

Event Representative- Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its "City Representative" for the World Series

Management Meetings- The City Representatives and TCS Event Manager(s) shall confer no later than April 30 annually to review World Series operation

Cooperation in Main Street Closing-during "Parade of Teams" *appx 3 hr. special event*

- **Park City Venues**- Park City shall be recognized as the headquarters of the World Series. *Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to fulfill utilization.* The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this Agreement.
- **Scheduling**- TCS shall schedule no more than one hundred twenty (120) teams per week in the World Series (playing in Park City)
- TCS Shall coordinate with Park City to ensure the use of local play and accommodation of other permitted tournament events. The parties shall mutually determine which field can be programmed for local play
- **Public Relations** - Press Releases and Promotional Materials provided by TCS Media Dept. (contact Andy@triplecrownsports.com, Andy Hansen)

Responsible Conditions. TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

- Attendance** - average attendance targets shall be established and verified annually
- Sustainability Efforts and Impacts** -Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...). Reduce the use of plastic bags, single use plastic bottles, and Styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/packaging for all event vendors).

Cancellation

- TCS may terminate this Agreement upon ninety (90) days prior written notice prior to that year's World Series, without recourse or further claims by Park City
- TCS agrees to keep and maintain its financial books and records

INSURANCE AND RISK MANAGEMENT

TCS shall indemnify and hold the City, and their 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 and/or performance of any items of this Agreement. However, if such claims are caused by or are the result of concurrent or contributory 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 TCS. Nothing herein shall require TCS to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. TCS expressly agrees that the indemnification provided herein constitutes TCS'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 TCS claims or recovers compensation from the City for a loss or injury that TCS 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. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act. 11.2 Waiver of Claims Against Park City. TCS shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the World Series, except to the limited extent such liability results from the negligence of Park City, its officers, employees, or agents.

Insurance-TCS shall procure and maintain at its own expense throughout the Use Periods the following insurance: (a) Five Hundred Thousand Dollars (\$500,000.00) Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law. (b) All employee benefit programs and coverage required under ERIS A, unemployment insurance, and any other insurance required by State or federal laws.

TCS Liability Insurance- Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement: (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate. (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00). (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b). (d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above. 11.5 Additional Requirements. The insurance provided by TCS pursuant to Section 11.4 of this Agreement: (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS' s activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS' s above-referenced activities, but not including the negligence of Park City or its respective officers, employees or agents. (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers, agents or employees. (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and (d) Shall provide that such insurance shall not be altered or cancelled Without thirty (30) days' prior

written notice to Park City. 11.6 Park City Liability. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

OTHER

License for Use of TCS Marks. TCS grants to Park City.

License of Park City of Utah Logo, Name, and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the name "Park City", and any variations thereof, the names of any officials of Park City, and the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and way finding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

Photography and Broadcast Rights-TCS exclusive
Sponsorships-TCS Exclusive

Unforeseen Circumstances- Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war, or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

PLAY FACILITIES:

- 1) City Park Field Use Area
- 2) Treasure Mountain Middle School Fields Use Area
- 3) High School Fields Use Area
- 4) Park City Sports Complex Field Preparation and Maintenance Agreement Traffic Control Agreement

Field Preparation and Maintenance Agreement

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35' (40' or 43') age dependent

Week 2: Bases at 70'; pitching rubber at (block) 50' – for 12s, or 46' pitching 65' bases for 9s, hammer down at 46' or 50' Portable fencing at 210' Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service

Partial Field Preparation Description: A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up in bad areas.

Full Field Preparation Description: A full field prep includes the following: • Removal of bases • *Watering the whole infield.* • A complete infield drag with scarifying tool and mat drag. • Some hand raking. • Full chalk.

Materials Stored at Each Facility Each field will have the necessary tools and supplies to field prep including **50 bags of quick dry** in the event of inclement weather.

Traffic Control Agreement- When opening ceremonies are located within PCMC Limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City staff to utilize sustainable practices consistent with current City Council policy. TCS shall encourage use of PCMC's free public transportation system as an alternative in and around the region. (*see Traffic Control Communication Plan in bullets*)

General Statement -- Keri King (Triple Crown Sports, CEO)

In 2004, Triple Crown Sports relocated the girls fastpitch softball World Series from Steamboat Springs, CO to Park City, UT. The move was due to Steamboat's lack of desire for additional weeks of events in their growing community. Triple Crown had already gobbled up 6 of the 12 warm weather summer weeks. The primary driver of Triple Crown Sports to Park City was Bob Malone, through the city of Park City, to court Triple Crown Sports after spending a large chunk of his career in Steamboat Springs. He knew this economic impact event could assist the growth of Park City.

The move sparked a great outcome for Triple Crown as it still covered the bases: a destination location and a supportive community. Triple Crown Sports helped to generate needed economic impact in a time where there was little. Park City helped to generate a destination World Series that rivaled any location. As the city and Triple Crown Sports grew in size and complexity, the city experienced a ground swell of support to **reduce or remove** concessions from existing or new events. "Event fatigue" set in with the citizens of Park City as noted by several city officials.

At TCS, we understand that sports are saving the lives of children and adults. Research conducted by NPR in Colorado shows that our highest county for teen suicide is directly linked to the lowest access to recreational sports: Mesa County, CO (Grand Junction is largest city). Triple Crown events are designed to create sports experiences that embed lasting lifetime memories of Joy, Challenge and Grandeur. Our events are some of the very reason that people stay alive. The memories they make in Park City are more profound than the memories made in their home towns- especially when that home town is Dallas, TX at 117 degrees and 98% humidity. Thousands of summer tourists from Triple Crown Sports revisit Park City in the winter based on the great memories TCS facilitates. Our premium, must-attend sports events are #1 in the industry. We received a 70 NPS (Net Promotor Score) on our latest event in Kansas City (VB NIT). This score is just below the 76 that Apple enjoys.

Our organization thrives to bring people from all around the country to experience magical events and locations. Triple Crown Sports is actively seeking the support of Park City to extend a 10-year agreement from 2021-2030 that covers these basics:

- 1. Concessions from Park City**
 - a. No cost for facility usage
- 2. A mutual understanding of the economic impact that Triple Crown Sports brings to Park City**
- 3. Support from the city in the highest ranks**
 - a. Positive word of mouth from city officials
 - b. Speaking engagements with support

Katrina Maestas (Triple Crown Fastpitch Director)

Triple Crown Sports will coordinate the following to encourage the preservation and enhancement of the environment for the Park City community and the Triple Crown Sports World Series guests during the duration of the event stay.

- Triple Crown and Vendors will use electric spider boxes for power needs. (no generators)
- Use sand to fill buckets for securing event tents.

- Ensure recycling is required in all areas of the event and provide recycling containers next to trash cans.
- World Series has hired paid staff at each facility to manage waste and recycling.
- Triple Crown World Series is and has been a paper free event.
- The World Series has committed to no longer use plastic bags when selling merchandise.
- Remind guests to bring reusable bags and water bottles.
- All banners are reusable from year to year.
- All table covers and table wraps are reusable.
- Encourage all teams and families to use public transportation or carpool when driving to fields, restaurants and other activities within Park City.
- **TRAFFIC CONTROL:** Triple Crown will get an electronic map of all of the public transportation routes, post on World Series website, and distribute electronically to all of the coaches and parents in advance. *(*planned email communication plan to parent rosters of PUBLIC TRANSPORTATION MAP and recommendations)*
- Enforce a no idling policy for all Triple Crown staff.
- If any serving utensils are used, the utensils will be eco-friendly. (concessionaires)
- Triple Crown is Styrofoam free and glass free.
- If any food is going to be prepared, all food will have reusable cutlery and dishes.
- Wastewater will be disposed of properly into the sanitary sewer system.
- Triple Crown Sports has been committed for the past several years to not hand out any printed materials to teams. All communication pre, during, and post event has been and will continue to be distributed electronically.
- **Post a Sustainability Efforts letter from Triple Crown on the World Series website,** as well as, electronic distribution to all coaches and parents.
- The continued vendor, **YSPN**, has agreed to no longer use plastic bags to distribute team photos and does not use any type of generator during the event. *(has been informed)*
- Triple Crown has tried with fail, for the past several years to utilize local concessions. When concessions are in use, the World Series has always provided local food vendors and/or local youth organizations. 100% of the monies made from the concessions stays with the local food vendors and/or youth organizations. (Triple Crown does NOT gain any money from any of the food sold from local vendors and/or youth organizations).
- **FUNDRAISING: Though Triple Crown is an outside organization and not locally based, thousands of dollars have been given back to the community to upkeep and improve the facilities in Park City. i.e., new dirt in the infields, fencing, updated dugouts, etc. Triple Crown has and always will be open to assisting in any improvements the facilities need in Park City and other communities.**
- Triple Crown will continue to partner with local restaurants and businesses to promote and market to all teams and families visiting Park City. This is reliable business every year for the local partners.
- Not only do local partners thrive from the business Triple Crown provides, the local lodging community benefits by providing jobs and guaranteed room nights during the summer timeframe.

Triple Crown is willing and open to any new ideas Park City may have to work together to maintain a sustainable event for the community.