



Board of County Commissioners - Staff Report

Meeting Date: April 17, 2018

Presenter: Lauren Long

Submitting Dept: Teton County Fair & Fairgrounds

Subject: 2018 Fair Electrical Contract

Statement / Purpose:

Enter into a contract with TLC Electric, Inc. to support the 2018 Teton County Fair electrical needs.

Background / Description (Pros & Cons):

Staff advertised this contract in the paper for the two weeks of February 21 & 28. Staff also reached out to local contractors individually to notify them of the bids and encouraging them to submit. TLC Electrical, Inc. was the only bidder this year. This is the fourth year this company has bid for the electrical needs of the fair. They are charging \$16,360.00, which is an \$1,860 increase from the 2017 contract. The increase is mainly due to the assistance needed for the Thursday night event (Ninja Course) and extended coverage. They will provide all the electrical needs for our guests, vendors and carnival including set up, take down and during all hours of operation.

Stakeholder Analysis & Involvement:

Hiring TLC Electric, Inc. to provide the 2018 Teton County Fair Electrical needs is transparent with organizational excellence. We will provide a safe fun environment that will benefit Teton County residents and visitors.

Fiscal Impact:

Funds are budgeted for the full amount of the proposed bid.

Staff Impact:

Hiring TLC Electric, Inc. will benefit staff and allow customers to have their electrical needs met.

Legal Review: Gingery

Staff Input / Recommendation:

Approve and accept the attached electrical contract with TLC Electric, Inc for the 2018 fair electrical needs.

Attachments:

Contract with TLC Electric, Inc.

Suggested Motion:

I move to award TLC Electric, Inc the 2018 fair electrical contract and enter into contract with TLC Electric, Inc in the amount of \$16,360.00.

CONTRACT FOR SERVICES AGREEMENT
ELECTRICAL NEEDS OF THE TETON COUNTY FAIR

CONTRACT FOR SERVICES AGREEMENT made effective the 17 of April 2018 by and between **TETON COUNTY, WYOMING**, hereinafter referred to as "County" and **TLC ELECTRIC, INC., a Wyoming Corporation**, hereinafter referred to as "Contractor."

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor as an independent contractor and subject to the remaining terms and conditions of this agreement, and Contractor, by execution hereof, hereby accepts such appointment and agrees to comply with the terms and perform all the conditions herein.
2. **TERM.** The term of this agreement shall commence July 20, 2018 and shall terminate on July 30, 2018, unless sooner terminated by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amounts and based upon the schedules shown on **Schedule A - Scope of Work** attached hereto and made a part hereof. Notwithstanding the foregoing, unless specifically agreed to in writing by County, Contractor shall not receive compensation in excess of **\$16,360.00**. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed. Contractor shall present appropriate invoices to the County once each month based on the attached payment schedule. Invoices shall be substantiated by progress to date. The County shall, unless otherwise agreed upon, pay said compensation within thirty (30) days of receipt of voucher. County may examine all records and accounts of Contractor during reasonable hours for a period ending one (1) year after termination of this agreement in order to audit and verify the aforesaid charges.
4. **WORK.** The work agreed to be performed by Contractor hereunder shall generally be described as: electrical needs of the Teton County Fair and as more fully set forth on the **Schedule A - Scope of Work** attached hereto and made a part hereof. Unless otherwise agreed to, the hours during which said services are performed shall be solely within the discretion of Contractor.
5. **RELATIONSHIP OF PARTIES.** The parties to this agreement intend that the relationship between them created by this contract is that of employer-independent contractor. Neither Contractor nor its employees are to be considered as an agent, employee or servant of County. County is interested only in the results obtained under this contract; the manner and means of conducting the work and the time at which it is performed are under the sole control of Contractor. None of the benefits provided by County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from County to Contractor or its employees or subcontractors, nor shall County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen's compensation taxes or withholdings. The compensation set forth above is based upon this relationship and shall be adjusted accordingly in the event it should later be determined that Contractor's relationship to County is otherwise than stated here. Any sums paid to Contractor in excess of those so adjusted shall be repaid by Contractor immediately.
6. **ASSIGNMENT.** This agreement may not be assigned by Contractor nor subcontracted nor may the services be performed by any entity other than Contractor without the prior written consent of County.
7. **INDEMNITY & INSURANCE.** Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees) arising out of the performance of the work. Contractor will provide County with a copy of a valid insurance certificate valued with a minimum of \$1,000,000 for the scope of work agreed to.
8. **TERMINATION.** Either party may terminate this agreement upon written notice to the other party; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. Written notice shall be served upon the other party by United States certified mail, postage prepaid, and shall be deemed to be given when mailed to the other party at the address listed for that party listed in this Agreement.

9. ENTIRE AGREEMENT. This instrument together with the schedules and exhibits attached hereto contains the entire agreement between the parties, and may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

10. LAWS OF WYOMING. The laws of the State of Wyoming shall apply to the enforcement of this agreement. Any dispute or lawsuit with regard to this agreement shall be resolved using Wyoming law.

11. ATTORNEY'S FEES. In the event that any party shall become in default or breach any terms of this Agreement, such defaulting party or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement with or without suit.

12. WAIVER. The waiver by either party of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived by the parties, unless such waiver be in writing.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the day and year first above written.

TETON COUNTY, WYOMING

Mark Newcomb, Chairman
Teton County Board of County Commissioners

Date

Attest:

Sherry L. Daigle,
Teton County Clerk

TLC ELECTRIC, INC.

David Truax, President

Date

EXHIBIT A

Teton County Fair Specs for 2018 Fair Electrical Contractor

Responsibilities of the Electrical Contractor for the Teton County Fair include, but are not limited to:

- Supply labor and supplies (wire, nuts, tape, etc.) to satisfy electrical needs that may arise in conjunction with the Teton County Fair, including carnival, booth vendors, acts and entertainment, concert, livestock, sound contractor or other unforeseen electrical needs from Friday, July 20 – Monday, July 30, 2018.
- Sunday, July 22 - Tuesday, July 24: Must have at least one employee on the Teton County Fairgrounds from 7:00 a.m. to 8:00 p.m. Must also be “on-call” - response time to the Fairgrounds within 30 minutes or less - the remainder of the day (8:00 p.m. to 7:00 a.m.).
- Wednesday, July 25 – Sunday, July 29: Must have at least one employee on the Teton County Fairgrounds from 6:00 a.m. to midnight, or until events are over and carnival is closed. Must also be “on-call” - response time to the Fairgrounds within 30 minutes or less - the remainder of the day (midnight to 6:00 a.m.).
- Monday, July 30: Must be on grounds a sufficient amount of time to “take down” (disconnect all temporary electricity, etc.)

The Fair Electrical Contractor must:

- Be responsible for all Fair electrical needs themselves. Any sub-contractors must be approved by the Teton County Fair Board in writing.
- Be responsible for own employment taxes, medical insurance, and/or worker’s compensation coverage.
- Provide all of their own equipment and transportation.
- Be insured, carrying no less than \$1,000,000 in liability insurance and must name Teton County Fair Board, Teton County and Town of Jackson as additionally insured. *Proof of insurance will be required at time contract is signed.*
- Have a contractor’s license from the state of Wyoming.
- Have an electrical permit from the Town of Jackson for this job.
- Helpful to have knowledge of the Jackson fairgrounds.