



Board of County Commissioners - Staff Report

Meeting Date: April 17, 2018

Presenter: Lauren Long

Submitting Dept: General Services - Fair & Fairgrounds

Subject: Fair Parking Contract

Statement / Purpose:

Enter into a contract with Friends of the Jackson Mounted Patrol to support the 2018 Teton County Fair parking needs.

Background / Description (Pros & Cons):

Staff advertised this contract in the paper for two weeks of February 21 & 28. Staff was contacted by interested bidders however, Friends of the Jackson Mounted Patrol was the sole bidder. This would be their second year providing these services and are charging \$8,000 which has been recommended by the fair board. They will provide all parking services for our guests and vendors during all hours of operation Wednesday through Sunday.

Stakeholder Analysis & Involvement:

Hiring Friends of the Jackson Mounted Patrol to provide the 2018 Teton County Fair parking services is transparent with organizational excellence. We will provide a safe fun environment that will benefit Teton County residents and visitors.

Fiscal Impact:

Friends of the Jackson Mounted Patrol will charge \$8,000 to provide parking services for the entirety of the 2018 Teton County Fair. Funding in the amount of \$8,000 has been requested in the FY19 Budget. Additionally, the Fair Board charges for parking on the fairgrounds which offsets this expense. FY19 parking revenues are expected to total \$10,000.

Staff Impact:

Hiring Friends of the Jackson Mounted Patrol will benefit staff and provide customer service to our guests when they arrive at the fairgrounds.

Legal Review: Gingery

Staff Input / Recommendation:

Approve and accept the attached Friends of the Jackson Mounted Patrol Parking contract for the 2018 fair parking needs.

Attachments:

Contract with Friends of the Jackson Mounted Patrol.

Suggested Motion:

I move to award Friends of the Jackson Mounted Patrol the 2018 fair parking contract and enter into contract with Friends of the Jackson Mounted Patrol in the amount of \$8,000.

CONTRACT FOR SERVICES AGREEMENT
PARKING 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 **Friends of the Jackson Mounted Patrol., 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.

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2. **TERM.** The term of this agreement shall commence July 25, 2018 and shall terminate on July 29, 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 **\$8,000.00**. 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: parking 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.** 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.

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

FRIENDS OF THE JACKSON MOUNTAIN PATROL

Judy Nalley, President

Date

SCHEDULE A
Teton County Fair
Specs for 2018 Fair Parking Contract

Responsibilities of the Parking Contractor during the Teton County Fair include, but are not limited to:

- Parking duties to begin on Wednesday, July 25 and continue through Sunday, July 29, 2018.
- Must have at least two (2) people at each of the two (2) entrances/exits to the fairgrounds for a total of four (4) people at the entrances/exits. Must have at least one (1) additional person, within the fairgrounds, to direct cars where to park, for a minimum of five (5) people, on the grounds during the busy hours. **At least one (1) person at each entrance/exit must be at least 18 years old.** Minimum age of parkers is 14 years old. One supervisor needs to be on the fairgrounds at all times. *These are minimum requirements; extra personnel may be needed throughout the week.*
- Hours of parking duties will be:
 - Wednesday, July 25 – 4:00 p.m. – 9:00 p.m.;
 - Thursday, July 26– 11:00 a.m. – 9:00 p.m.;
 - Friday, July 27– 11:00 a.m. – 9:00 p.m.;
 - Saturday, July 28 – 7:00 a.m. – 9:00 p.m.;
 - Sunday, July 29 – 7:00 a.m. – 9:00 p.m.
- Parking employees will be on their feet most of the shift.
- Parking contractor/employees will be responsible and accountable for collecting parking fees and verifying parking passes. Parking passes are numbered. Employee will check out passes and return to fair office at end of shift with appropriate money and tickets.
- Each parking station will have one radio plus the parking supervisor and be in contact with the Fair Office as needed.
- Parking employees at each entrance/exit will distribute fair brochures to all fair goers.
- Parking employees will put out barricades and signs at the beginning of each day and take down at the end of the day.
- 100 spaces will be reserved for livestock buyers at the 4-H Livestock Sale on Friday afternoon, July 27.

- The east parking lot will be used for pick-up and delivery, parking for vendors, VIP parking and short-term parking for ticket buyers only. The west parking lot will be used for horse trailer parking – no horse trailers allowed in the east entrance. No through traffic allowed between the two parking lots.
- Parking gate attendants will pass out a short survey with fair brochures to each attendee and keep track of data.
- Parking contractor/employees must handle disgruntled customers in a friendly manner.
- Parking contractor may provide umbrellas for entrances/exits, if desired.
- Any other unforeseen parking duties as requested by the Fair Board.
- Be responsible for the parking on the fairgrounds themselves. Any sub-contractors must be approved by the Teton County Fair Board in writing.
- Be responsible for their own employees, taxes, medical insurance and/or worker's compensation coverage.
- Be insured, carrying no less than \$1,000,000 in liability insurance and must name Teton County as additionally insured. *Proof of insurance will be required at time contract is signed.*