

Board of County Commissioners

Meeting Action item # 18

Meeting Date: November 13, 2018

Presenter: Sherry Daigle

Submitting Dept: Clerk

Subject: Human Service/Community Development
Contracts for Service

Statement / Purpose:

To Authorize signature on Human Service/Community Development contracts for Services

Pending Deadlines:

Attachments:

Various Contracts – Attached

Grand Targhee

Fiscal Impact:

Adopted Budget Appropriations

Recommendation:

Approval and signature

Suggested Motion:

Move to approve the contract for service pursuant to the adopted FY2019 budget appropriations for Grand Targhee as presented



WYOMING

CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES, by and between **TETON COUNTY, WYOMING**, a duly organized county of the State of Wyoming (hereinafter referred to as **County**) and **Grand Targhee** hereinafter referred to as "Contractor," is made pursuant to Article 16, §6 of the Constitution of the State of Wyoming, and Wyoming Statutes §18-2-101 and §35-1-614, and is effective the **1st** day of **July, 2018**.

Article 1. Statement of Work

Contractor shall provide professional services to the County as more fully described in **Attachment A – Scope of Work**.

Article 2. Compensation

The Contract Amount for the services provided in Article 1 shall be **\$35,000.00**.

Article 3. Payment

The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. Contractor shall not receive compensation in excess of the above amount without the prior written approval of the County. Contractor shall submit invoices to the County for services, and shall be supported by appropriate documentation of services performed. Upon receipt of a satisfactory invoice, the County will remit payment to the Contractor within thirty (30) days. County may examine all records and accounts of Contractor during reasonable hours for the period ending one (1) year after termination of this agreement in order to audit and verify aforementioned charges.

Article 4. Term and Termination

The terms of this Contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019**. Contractor or County may terminate this Agreement at any time; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor.

Article 5. Contractor's General Duties

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. Contractor shall provide supplies, operating expenses, such as utilities and telephone, staff salaries and benefits, liability insurance, including professional liability insurance, equipment, except hardware and software purchased by County, and travel and training costs.

Article 6. Independent Contractor Status

It is understood and agreed that Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age

benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the County shall not be responsible for withholding or paying any taxes or social security on behalf of Contractor's employees. Contractor shall be fully responsible for any such withholding or paying of taxes or social security.

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. Workers Compensation and Other Insurance

Contractor shall comply with the Worker's Compensation laws of the State of Wyoming.

Article 9. Limitations on Lobbying Activities

By executing this contract, the Contractor certifies that, in accordance with P.L. 101-121, payments made by the state from this federal grant shall not be utilized in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

Article 10. Nondiscrimination

The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Statutes §27-9-105 et seq.), the Americans with Disabilities Act (ADA) 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this contract.

Article 11. General Provisions

- A. **Entire Agreement.** This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.
- B. **Waiver.** The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. **Relationship.** Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Part shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

- D. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- F. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.
- G. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

Article 12. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Grand Targhee
Transit
3300 E. Ski Hill Rd.
Alta, WY 83414

Until or unless changed by one party giving written notice of such change of address to the other party.

Approval and Execution

IN WITNESS WHEREOF the parties have executed this agreement on this 30 day of October, 2018.

TETON COUNTY, STATE OF WYOMING

Chairman
Teton County Board of Commissioners

Attest:

Sherry L. Daigle
Teton County Clerk

CONTRACTOR

[Signature]
Grand Targhee
Dir of Finance

Attest:

[Signature]

REBEKA PEREZ
Notary Public - State of Idaho
Commission Number 20170860
My Commission Expires Nov 2, 2023

Attachment A – Scope of Work

The work agreed to be performed by Contractor shall generally be described as:

Grand Targhee Resort - Transit

The transportation program has seen increases over the previous years. Traffic on Ski Hill Road has been reduced and safer opportunities are being provided to our guests, employees and community members going up and down the hill. Wildlife collisions have also been reduced. Employee participation in the shuttle program provides a substantial benefit to them as well as, to our guests and environment. Guest parking is less congested, and the number of visitors has increased, increasing dollars spent.

This funding request reflects this expansion of service.

