

Agreement between the Jackson Hole Travel and Tourism Joint Power Board and  
the University of Wyoming

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the University of Wyoming, with an address of 1426 E. Flint St., Laramie, WY 82072 ("Consultant") and the Jackson Hole Travel and Tourism Joint Powers Board ("Board"), with a principal place of business at P.O. Box 1727, Jackson, WY 83001.

**RECITALS**

WHEREAS, the Board desires to seek professional services to identify and catalogue impact indicators and data on multiple areas related to sustainable destination through surveys, interviews, and multi-source data collection, and in-market qualitative destination- wide study of visitor use, and visitation impacts for the next 1-2 years; and develop and propose an ongoing data collection and coordination strategy and gap analysis for the Destination Stewardship Council; and research, evaluate, and propose to the Destination Stewardship Council several options (including a preferred option) for an appropriate data bank platform that will maximize ease of use and interactive tools for the general public; and interpret the data trends and analyze the potential impacts through publishing an Annual Indicator Report; and

WHEREAS, Consultant has expertise and experience to provide such services;

WHEREAS, Consultant declares that Consultant is a tax-exempt public agency of the State of Wyoming established by the Wyoming Constitution and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out said business and the tasks to be performed under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**TERMS**

1. Engagement. Consultant agrees to perform the Services (as hereinafter defined), with the standard of professional care and skill customarily provided in the performance of such services as are set forth in this Agreement, and the Board agrees to pay Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

2 Scope of Service.

A. Consultant agrees to provide the services as more particularly described on the "Description of Service and Deliverables" attached here to as Exhibit A and incorporated into this Agreement by this reference (the "Services"). Consultant will determine the method, details, and means of performing such Services.

B. Consultant agrees to perform the Services to the satisfaction of the Board from time to time during the term of this Agreement.

### 3. Fees and Expenses.

A. The Board agrees to pay the Consultant for the Services performed pursuant to this Agreement at an amount not to exceed \$513,129.00. \$263,129 will be paid directly to the Consultant for services including Labor, Materials and Supplies, Travel, and Consultant's Indirect Cost Return. The remaining \$250,000 is restricted for the cost of the development of, hosting of, and management of a data dashboard and shall not exceed that amount. Any funds not used for the data dashboard will remain with the Board. Consultant shall make verbal or written reports with direction from the JHTTB to the Board on at least quarterly basis but more often if requested with regard to the progress of the project and project updates throughout the scope of the project.

B. Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. No payroll or employee taxes of any kind shall be withheld or paid with respect to payments to Consultant. The payroll or employment taxes that are subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

C. The Board will not reimburse Consultant for actual reasonable, necessary and ordinary out-of-pocket expenses, such as reproduction charges, office supplies/event materials, and expenses related to non-local travel, to include personal automobile mileage, air/train fare, lodging, and meals.

D. Consultant shall submit an invoice for the amount of this contract at the start of the contract. All amounts due will be paid within thirty (30) days of the date each invoice is received.

### 4 Instrumentalities.

A. Consultant shall supply all equipment, tools, materials, and supplies to accomplish the designated tasks. Consultant is responsible for all repairs to all equipment and tools provided by Consultant and used to accomplish the designated tasks.

B. Upon request, and in its discretion, the Board shall provide suitable space, telephone, copying, computer services, and secretarial and clerical

support to Consultant on an as-needed basis when Consultant is in Teton County to perform work under this Agreement.

5. Term. The Services to be rendered by Consultant under this Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2025, or earlier in accordance with Paragraph 10 of this Agreement. This term may be extended beyond such completion date if the Board agrees to the extension in writing. It is anticipated that Consultant will be able to complete the tasks that comprise the Services in the time frames described in Exhibit A. If at any time Consultant believes that this estimate will be exceeded with respect to any task, Consultant must obtain the written consent of the Board to exceed this estimate. In the absence of written consent from the Board to exceed this estimate, the Board will have no obligation to pay for additional hours of work in excess of the estimate.

6. Consultant's Capacity and Responsibilities. In addition to the Services, the Consultant's capacity and responsibilities under this Agreement shall be as follows:

A. It is expressly understood that Consultant is an independent contractor and not the agent, partner, or employee of the Board. In the performance of the Services, Consultant shall not be an employee of the Board and shall not be entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

B. No workers compensation insurance has been or will be obtained by the Board on account of Consultant or Consultant's employees. Consultant shall comply with the workers compensation laws with respect to Consultant and Consultant's employees.

C. Consultant retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. The Board retains only the right to control the direction of the work to insure its conformity with that specified herein.

D. Subject to the restrictions set forth in Paragraphs 8 and 9, Consultant may provide services to third parties during the term of this Agreement, and the Board acknowledges that Consultant has other clients. Consultant represents and warrants to the Board that in performing the Services Consultant will not be in breach of any agreement with a third party.

E. Consultant, if not a US worker (i.e., US citizen, lawful permanent resident, temporary legal resident, refugee, or asylee), assures the Board that the terms of his/her visa status permit Consultant to perform and accept payments legally for services provided as an independent contractor under this Agreement.

F. Consultant warrants to the Board that it will properly complete I-9 forms for each employee Consultant hires to perform services for the Board during the period of this Agreement. Consultant hereby indemnifies the Board for any penalties and damages, including reasonable attorneys' fees, arising out of Consultant's failure to comply with its obligations under Immigration Reform and Control Act relating to the hiring and employment of unauthorized aliens.

7. Property Rights and Reports.

A. Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely, in the course of performance of the Services pursuant to this Agreement are the property of the Board, and Consultant agrees to assign all rights therein to the Board. Consultant further agrees to provide the Board, at the Board's expense, any assistance that the Board may require to obtain patents or copyright registrations, including the execution of any documents submitted by the Board.

B. In the alternative, Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely, or with others, resulting from the performance of the Services pursuant to this Agreement shall be deemed to have been specifically ordered and commissioned by the Board, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, the Board shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed.

D. Consultant agrees that the ownership of the data bank software and dashboard will be the property of the Board and the ongoing maintenance and cost of the data bank software and dashboard will be the responsibility of the Board beginning in FY'25.

C. This Section 7 shall survive expiration and termination of this Agreement.

8. Suspension or Termination of Agreement.

A. The Board and Consultant reserve the right to suspend indefinitely or terminate this Agreement and the Services to be rendered by Consultant upon written notice to Consultant for any reason upon thirty (30) days notice. In the event of termination prior to completion of all of the Services, the amount of the total unpaid fee to be paid Consultant shall be determined by the Board on the basis of the portion of the total work actually completed up to the time of such termination.

B. The Board may terminate this Agreement for Consultant's breach of any material provision of this Agreement, upon providing Consultant with notice of the breach and a thirty (30) day opportunity to cure the breach. For breaches not reasonably subject to cure, this Agreement will terminate effective as of the date set forth in the notice.

9. Indemnification and Hold Harmless.

A. Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Consultant. Consultant represents that he has in place a policy of comprehensive general liability insurance in an amount of at least \$250,000 combined single limit per occurrence/\$500,000 aggregate to cover any negligent acts committed by Consultant or Consultant's employees or agents during the performance of the Services under this Agreement.

B. To the extent of its obligations and abilities under Wyoming law and its applicable insurance, the University will indemnify the Board, its Board of Trustees, officers, directors, employees, agents, attorneys, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Consultant's performance of the Services, except to the extent such are caused by the sole fault or negligence of the Board.

C. To the extent of its obligations and abilities under Wyoming law and its applicable insurance, and notwithstanding the Board's willingness to waive the requirement for worker's compensation, Consultant shall be responsible for ensuring compliance with all applicable laws, rules, and regulations involving, but not limited to, compensation, medical bills and lost wages of any, employees, contractors or subcontractors who are injured at work, or who have work-related diseases or illnesses. The Board shall accept no responsibility whatsoever in compensating any injury or loss, medical bill or lost wages of any employees, contractors or subcontractors who may be injured at work, or who have suffered work-related diseases or illnesses, as a result of the obligations under the Agreement.

D. This Section 9 shall survive the termination or expiration of this Agreement.

10. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Consultant:  
Farrell Rapp  
[fgraf@uwyo.edu](mailto:fgraf@uwyo.edu)  
Director, Office of Pre-Award Services  
Office of Research and Economic Development

To Board:  
Teton County Clerk  
P.O. Box 1727  
Jackson, WY 83001

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

11. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

12. SOVEREIGN IMMUNITY/GOVERNMENTAL CLAIMS

The University and the Jackson Hole Travel and Tourism Board do not waive their sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University or the Jackson Hole Travel and Tourism Board under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

13. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

14. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

15. Assignment; Subcontracting. Consultant may not assign or subcontract the rights or obligations under this Agreement without the Board's prior written consent.

16. Use of Board Name or Marks. The name of the Board and its registered marks may not be used without the prior written consent of the Board in each instance. This prohibition extends to inclusion of the name of the Board in client lists or press releases.

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of the Consultant and an authorized representative of the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CONSULTANT

UNIVERSITY OF WYOMING

By: \_\_\_\_\_  
Farrell Rapp  
Director, Office of Pre-Award Services  
Date: \_\_\_\_\_

BOARD

JACKSON HOLE TRAVEL AND TOURISM  
BOARD:

By: \_\_\_\_\_  
Erik Dombroski  
Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Julie Calder  
Secretary

Date: \_\_\_\_\_



EXHIBIT A

**See Exhibit A Scope of Work**